



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Frewsburg Central School District and Frewsburg Faculty Association, New York State United Teachers (NYSUT) (2005)**

Employer Name: **Frewsburg Central School District**

Union: **Frewsburg Faculty Association, New York State United Teachers (NYSUT)**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/07**

PERB ID Number: **5064**

Unit Size: **84**

Number of Pages: **67**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA/5064

**AGREEMENT
BETWEEN THE
FREWSBURG CENTRAL SCHOOL
SUPERINTENDENT OF SCHOOLS
AND THE
FREWSBURG FACULTY ASSOCIATION
UNIFIED WITH THE
NEW YORK STATE UNITED TEACHERS**

EFFECTIVE JULY 1, 2005 — 6/30/07

RECEIVED

DEC 12 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

PREAMBLE.....	1
Gender Use	1
ARTICLE I—RECOGNITION	2
ARTICLE II—ASSOCIATION RIGHTS	2
A. Right to Assemble.	2
B. Use of Facilities.	2
1. Use of Buildings	2
2. Bulletin Boards	2
3. District Operated Duplication Equipment	2
4. Billing for District Printing.....	2
5. Access to District Financial Records	2
C. Access to District Financial Records	3
D. Board Meetings, Agendas, and Minutes	3
ARTICLE III—NEGOTIATION PROCEDURE	3
A. Initiation of Collective Bargaining.	3
B. Utilization of Non-District Negotiators.	3
C. Authority to Negotiate	3
ARTICLE IV—TEACHER FACILITIES.....	4
A. Lavatory Facilities, Faculty Lounge, Faculty Workroom	4
B. Individual Teacher Equipment.	4
C. Secretarial Services.....	4
D. Telephones for Faculty Use.	4
E. Vending Machines.	4
ARTICLE V—TEXTBOOKS AND SUPPLIES	4
A. Textbooks for Student Use	4
B. Selection of Text/Reference Books.	4
C. Budget and Requisition Process.	4
ARTICLE VI—TEACHER SCHEDULES	5
A. Tentative Schedules/Programs/Buildings.....	5
B. Incidental Teaching Limit.....	5
C. Travel Time Between Buildings.....	5
D. Non-Discrimination.....	5
ARTICLE VII—TEACHING HOURS AND TEACHING LOAD.....	5
A. Length of Student Day	5
B. Faculty Work Day.....	5
C. Early Faculty Release Procedure.	5
D. Faculty Work Year.....	5
E. Staff Meetings, Notice of Meetings, Agendas for Meetings.	6
F. Evening Meetings.	6
G. Optional Meetings	6
H. Duty-free Lunch.....	6
I. Elementary Preparation Time.	6
J. Secondary Teaching Assignments	6
K. Substitution for Absent Teacher.	7
L. Assignment to More Than Two (2) Subject Areas.	7
M. Procedure for Leaving Building During Unassigned Times.....	7

N.	Academic Subject Teacher-Student Limits	7
– O.	Half (1/2) Day Scheduling of Parent-Teacher Conferences, Staff Development, Staff Conferences, Quarterly Grading	7
P.	New Department Organization	7
Q.	Salary Agreements	7
R.	Elementary Half (½) Days at End of School Year	7
S.	Cafeteria Assignments—Rotated	8
T.	School Nurse—Duty-free Time	8
ARTICLE VIII—CLASS SIZE		8
A.	Reasonable Effort	8
B.	Elementary Deviations	8
ARTICLE IX—NON-TEACHING DUTIES.....		8
A.	Supervisory Assignments	8
B.	Central Register Lunch/Milk	8
C.	Teacher Aides	8
D.	Structured Study Halls/Guided Study Halls:	8
ARTICLE X—SPECIALISTS		9
A.	Specialists and Time Required	9
B.	Coverage of Specialist Classes Due to Absence	9
C.	Transfer-Set-up in Elementary	9
D.	Art and Lab Science Teacher Preparation	9
E.	Technology; Family and Consumer Class Size	9
F.	Required Guidance Positions	9
G.	Athletic Director	9
H.	Dean of Students	9
ARTICLE XI—SUMMER AND EVENING SCHOOL.....		10
A.	Adult Education	10
B.	Summer School	10
ARTICLE XII—DISTANCE LEARNING PROGRAM.....		10
A.	Posting and Assignment	10
B.	Staff Protection	10
C.	Grading	10
D.	Staff Development	10
E.	Technical Assistance	11
F.	Compensation	11
G.	Supervision	11
H.	Preparation	11
I.	Observation and Evaluation	11
J.	Extended Transmission	11
ARTICLE XIII—STATEWIDE ASSESSMENT TEST		11
A.	Mileage	11
B.	Starting and Ending	12
C.	Extended Year	12
D.	Emergency or Inclement Weather	12
ARTICLE XIV—TEACHER EVALUATION.....		12
A.	Monitoring of Work Performance	12
B.	Just Cause	12
C.	Who Can Evaluate Coaches	12

D.	Participation in Extracurricular Activities.....	12
E.	Objective of Evaluation.....	12
F.	Criteria Used in Evaluation.....	12
G.	Rating Procedures.....	13
H.	Personnel Assignment for Rating.....	13
I.	Notice for Rating.....	13
J.	Rating Report, Conference, and Comments.....	13
K.	Follow Up to Rating.....	13
L.	Teacher Observation Form.....	13
ARTICLE XV—COACHES' EVALUATION PROCEDURE.....		17
A.	Monitoring of Work Performance.....	17
B.	Just Cause.....	17
C.	Who Can Evaluate Coaches.....	17
D.	Objective of Evaluation.....	17
E.	Criteria Used in Evaluation.....	17
F.	Rating Procedures.....	17
G.	Notice for Rating.....	17
H.	Rating Report, Conference, and Comments.....	17
I.	Coaches Rating Forms.....	17
ARTICLE XVI—TEACHER FILES.....		21
A.	Teacher Files and Access.....	21
B.	Placement of Derogatory Items into Files.....	21
C.	Individual Review of Files.....	21
D.	Removal of Anonymous Materials.....	21
ARTICLE XVII—TENURE.....		21
A.	Probationary Period All Professional Staff.....	21
B.	Notice of Professional Progress.....	21
C.	Acknowledgement of Review of Written Observation.....	21
D.	Termination Notice of Probationary Teacher.....	21
E.	Timelines for Probationary Dismissal.....	21
F.	District Required Physicals.....	22
G.	Just Cause for Tenured Staff.....	22
H.	Records Provided to Association President.....	22
ARTICLE XVIII—PROMOTIONS.....		22
A.	Procedures.....	22
B.	Definition.....	22
C.	Non-discrimination.....	22
ARTICLE XIX—VOLUNTARY TRANSFERS AND ASSIGNMENTS.....		22
A.	Notice & Posting.....	22
B.	Selection Process.....	23
ARTICLE XX—INVOLUNTARY TRANSFERS AND ASSIGNMENTS.....		23
A.	Rationale.....	23
B.	Notice of Transfer.....	23
C.	Qualifications & Preferences.....	23
1.	Daily Assignment.....	23
D.	Objection to Transfer.....	23

ARTICLE XXI—SICK LEAVE ABSENCE AND ALL EMERGENCY LEAVE	23
A. Annual Accumulation.....	23
B. Bereavement Leave.....	24
C. Personal Leave.....	24
1. Days Not Allowed.....	24
2. Unrestricted Day.....	24
3. Recordkeeping.....	24
4. Days Preceding and Following Holidays.....	24
5. Deduction for Improper Use.....	24
6. Unused Accumulation.....	24
ARTICLE XXII—RETIREMENT HEALTH INSURANCE.....	24
A. Teachers Hired Prior to 1978-1979	24
B. Maximum Amount of Premium District Pays.....	24
C. Maximum Accumulation of Days.....	24
D. Death of Retiree Hired Prior to 1978-1979	25
E. Teacher Hired After July 1, 1979, and Prior to June 30, 2007	25
1. Retirement Guidelines.....	25
2. Sick/Personal Days Accumulated Prior to 2005-06.....	25
3. Sick/Personal Days Accumulated Beginning in 2005-06.....	25
4. Death of an Active Employee Under This Section.....	25
5. Death of a Retiree Under This Section.....	25
6. Maximum Period of Payment.....	25
7. Forfeiture of Benefit.....	26
8. Sunset Clause.....	26
F. Retirement Insurance Fund Accrual Chart	26
1. Examples of Conversion.....	26
ARTICLE XXIII—TEMPORARY LEAVES OF ABSENCE.....	27
A. Professional Conferences Sponsored by NYSUT and/or AFT.....	27
B. Conference in Special Field of Instruction.....	27
C. Leaves Not Chargeable to Sick Leave.....	27
D. Graduate Level Summer Programs.....	27
ARTICLE XXIV—EXTENDED LEAVES OF ABSENCE	28
A. Extended Personal Illness.....	28
B. Disability Related to Pregnancy.....	28
C. Maternity-Paternity Leave.....	28
D. Notice of Return.....	28
E. Medical Notice Prior to Return to Employment.....	28
F. Leave of Absence Not of an Emergency Nature.....	28
G. Leave for Local/State/National Activities.....	28
H. Benefit Restoration Upon Conclusion of Leave.....	28
I. Military Leave.....	28
J. Request Process.....	28
K. One Time in Career Health/Emotional Leave.....	28
ARTICLE XXV—SICK BANK	29
A. Eligibility to Join.....	29
B. Required Individual Contributions.....	29
C. Maximum Annual Contribution.....	29
D. Maximum Bank Accumulation.....	29

E.	Failure to Join or Withdraw from Sick Bank.	29
F.	Annual Membership List.	29
G.	Maximum Member Utilization.	29
H.	Conditions for Utilization of Sick Bank.	29
ARTICLE XXVI—SABBATICAL LEAVE.....		30
A.	Joint Recommendation.	30
1.	Number of Leaves.....	30
2.	Request Submission Date.	30
3.	First Eligible.	30
4.	Pay & Benefits While on Leave.....	30
5.	Salary Step Placement upon Return.	30
6.	Terms of Leave.	30
ARTICLE XXVII—DISCIPLINE.....		31
A.	District Support.....	31
B.	Primary Responsibility.	31
C.	Referral to Administration.....	31
D.	Physical Assault of a Teacher.....	31
E.	Administrative/Student Personal Contract.	31
F.	Student Suspension.....	31
G.	Student Detention Hall.	31
H.	Removal of Student From Classroom by Teacher.....	31
I.	District's SAVE Program.....	31
ARTICLE XXVIII—PROTECTION AND PERSONAL INJURY		31
A.	Reporting Assault.	31
B.	Copies of Report.....	31
C.	District-provided Legal Counsel.....	32
D.	Reimbursement for Loss or Damage of Personal Property.	32
E.	Absence as a Result of an Assault.	32
F.	Physician Designated by Board.	32
G.	Reimbursement for Medical Expenses.	32
H.	Board Obligations under Education Law.....	32
I.	Time Lost for Other Than Disability.	32
J.	Worker's Compensation.....	32
ARTICLE XXIX—INSURANCE		32
A.	Medical Benefit Provider.....	32
1.	Group Life Insurance.	32
B.	District Payment.	33
1.	Medical Insurance Committee.....	33
2.	Increase or Decrease in Premiums.....	33
3.	HMO Coverage.....	33
C.	Tax Shelter Annuities.	33
D.	Retiree Participation in Health Insurance	33
E.	Review of Insurance Carriers.	33
F.	District Payment for Prescription.	33
G.	Deceased Policyholder Rider.....	33
H.	Vision Coverage.	33
I.	Dental Coverage.	34
J.	Association Alternative for Life Insurance Coverage.....	34

K.	Association Alternative for Vision Coverage.....	34
- L.	Association Alternative for Dental Insurance Coverage.	34
M.	First Five (5) Years of Coverage.	34
ARTICLE XXX—SALARY COMPENSATION.....		35
A.	2005-06 BA Schedule.....	35
1.	Graduate Hours, Masters, and Ph.D. Payment.	35
B.	2006-07 BA Schedule.....	36
1.	Graduate Hours, Masters, and Ph.D. Payment.	36
C.	Salary Schedule for School Nurse.	36
D.	Salary Schedule for Director of Special Ed; CSE; CPSE, Section 504 Chair	37
E.	Career Recognition Award.	37
F.	Flex 125 Plan.	37
G.	Payment for Graduate Hours.	37
H.	Payroll Options.	37
	Plan 1	38
	Plan 2	38
I.	Reimbursement for Use of Personal Vehicle.....	38
J.	Extracurricular Payment Schedule.....	38
K.	District Payment for Coaching Certification.	42
L.	Attendance at School Activities.	42
M.	Homebound/Curricular Development/Driver Ed	42
1.	Home & Hospital Bound Payment.	42
2.	Curriculum Development Program.....	42
3.	Summer Driver Education Payment.	42
N.	School Closing.....	42
1.	Minimum Work Year.	42
2.	No Deduction from Sick Leave.	42
O.	Re-employment by District.....	42
P.	Salary Adjustment for Graduate Work.	43
Q.	Per Diem Substitute Teachers.....	43
R.	Long-term Substitutes.....	43
S.	Definitions for Teachers Holding a Masters Degree in Their Field	43
T.	Rate of Deductions.	43
U.	Guidance Counselors Additional Work Days.....	43
V.	Course Payment Beyond MA+30/BA+60	43
W.	Doctorate Degree Payment.	43
X.	Teaching Assistant Positions.	43
ARTICLE XXXI—GRIEVANCE PROCEDURE		44
A.	Declaration of Purpose	44
B.	Definition.....	44
1.	Grievance.....	44
2.	Supervisor.....	44
3.	Chief School Officer.....	44
4.	Association.	44
- 5.	Aggrieved Party.	44
6.	Party in Interest.....	44
7.	Grievance Committee.	44
8.	Hearing Officer.....	44

C.	PROCEDURES	44
1.	What Must be Included in a Grievance.	44
2.	How Decisions are Communicated	45
3.	Where to Begin if a Group is Affected.	45
4.	Preparation & Processing.	45
5.	Facilitation of Investigation.	45
6.	Right to Cross-examine Witnesses.	45
7.	No Reprisal.	45
8.	Form Development & Distribution.	45
9.	No Limit on Discussion Without Association.	45
10.	Legal Waiver Does Not Impact Entire Contract.	45
11.	No Mandate to Grieve.	45
12.	Official District Files.	45
D.	TIME LIMITS	46
1.	Limits May Be Mutually Extended.	46
2.	First Stage Within 15 Days.	46
3.	If Not Appealed to Next Step.	46
4.	Failure to Communicate Decision.	46
5.	Grievance Filed After June 1.	46
E.	STAGES	46
1	STAGE 1: Immediate Administrator or Supervisor	46
2	STAGE 2: Chief School Officer.	46
3	STAGE 3: Board Of Education	47
4	STAGE 4: Arbitration	47
F.	Grievance Form	49
	ARTICLE XXXII—TEACHER-ADMINISTRATION LIAISON COMMITTEE	50
A.	Composition of Committee.	50
B.	Monthly Meetings.	50
C.	Agenda.	50
D.	Meeting with Board of Education.	50
	ARTICLE XXXIII—ACADEMIC FREEDOM	50
A.	Guarantee	50
B.	Freedom from Censorship.	50
C.	Individual Freedom.	50
	ARTICLE XXXIV—NEW TEACHERS	50
A.	Basic Degree Required	50
B.	Notification to Association President.	50
	ARTICLE XXXV—REDUCTIONS IN PERSONNEL	50
A.	Binding Agreement.	50
B.	Continued Recognition Assured.	51
C.	Retention During Layoff.	51
D.	Basis for Rehiring.	51
	ARTICLE XXXVI—PROFESSIONAL GROWTH AND COMPETENCE	51
A.	Utilization of Budget Money.	51
B.	Summer Curriculum Work Rate of Pay.	51
C.	Professional Image.	51

ARTICLE XXXVII—DUES DEDUCTION	51
A. Authorization to Deduct.	51
B. Certification of Dues by Association.....	52
C. Number of Deductions.....	52
D. Annual Authorization Deadlines.	52
E. Exclusive Representative Rights	52
F. Agency Fee Deduction.....	53
G. Vote-Cope Payroll Deduction Procedure	53
H. Benefit Trust Deductions	54
ARTICLE XXXVIII—STUDENTS AT RISK PLAN	55
A. Faculty Donation of Time.....	55
B. Voluntary Status.	55
C. Substitute Teachers.....	55
D. Impact on School Day.....	55
ARTICLE XXXIX—DRUG FREE SCHOOL PLAN AND E.A.P	55
A. Unlawful Activities.....	55
B. Smoking Policy.....	55
C. Training of Bargaining Unit Personnel.....	55
D. Implementation and Funding of E.A.P.	55
E. Copies of Appendix A.....	55
ARTICLE XL—MISCELLANEOUS PROVISIONS	56
A. Agreement Supersedes.....	56
B. Printing of Agreement.	56
C. Contrary to Law.	56
D. Agreement Between.....	56
E. Classroom Interruptions.....	56
F. County-wide School Calendar.....	56
G. Conditions of Employment.....	56
H. Joint Code of Ethics.....	56
I. Legislative Action.....	57
ARTICLE XLI—DURATION	58

PREAMBLE

This Agreement entered into this 1st day of July, 2005, by and between the Board of Education of the Frewsburg Central School District, hereinafter called the "Board" and the Frewsburg Faculty Association, hereinafter called the "Association."

The Board of Education and the Frewsburg Faculty Association recognize and declare that providing a quality education for the children of the Frewsburg Central School District is their mutual aim, with the purpose of this agreement being to assist in achieving that aim, and that the character of such education is affected by the quality and morale of the teaching service.

The Board of Education, under law, has the final responsibility for establishing policies for the school district.

The Superintendent and his administrative staff have the responsibility for carrying out the policies established.

The members of the teaching profession are particularly qualified to provide the best educational experience for all of the children in their contact with them, this being their primary function and responsibility; and further to advise in formulating policies within the sphere of their specialties relative to the improvement of the educational program in the Frewsburg Central School District.

The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act and later amendments) to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

The parties have reached certain other understandings which they desire to confirm in this agreement, as follows:

Gender Use: Whenever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the use of the masculine gender.

ARTICLE I—RECOGNITION

The Frewsburg Central School Board of Education having determined that the Frewsburg Faculty Association (FFA) is supported by a majority of the teachers in a unit composed of all professional, certificated personnel (except the Chief School Officer, the Elementary and Secondary School Principals) hereby recognizes the Frewsburg Faculty Association as the exclusive negotiating agent for the teachers in such unit.

The Board of Education agrees not to negotiate with any other teacher organization other than the Association for the duration of this agreement.

The Board of Education agrees that all official contact, notification to, or consultation with the Association be accomplished through the President of the Association.

ARTICLE II—ASSOCIATION RIGHTS

A. Right to Assemble. The Board hereby agrees that every teacher employed by the Board shall have the right freely to join and support the FFA for the purpose of engaging in collective negotiations and other lawful activities. The Board further agrees that it will treat all teachers equally with respect to the terms of this agreement regardless of membership in the FFA, his/her participation in any activities of the FFA or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

B. Use of Facilities.

1. **Use of Buildings.** The Association shall have the right to use school buildings for professional meetings during the times when the building is manned by the custodial staff, provided that if the use of said school buildings results in any expense to the Board for utilities, custodial services, or any service, the Association shall reimburse the Board.
2. **Bulletin Boards.** Reasonable use of the school bulletin boards may be made by the Association for FFA business.
3. **District Operated Duplication Equipment.** Duplication equipment operated by approved office personnel shall be made available to the Association for necessary business at a reasonable charge by the Board.
4. **Billing for District Printing.** The Association agrees to pay at school cost for all materials and labor used for its purpose. Requisitions for such material and labor shall be identified as it is brought in to be done. Itemized billing shall be on a quarterly basis following the schedule of the school fiscal year (October 1, January 1, April 1, and June 30).
5. **Access to District Financial Records.** The Board agrees that the Association President shall be provided one (1) period per day, in addition to his/her normal preparation time, to carry out the customary and necessary business of the Association.

- C. **Access to District Financial Records.** The Board agrees to make available upon request of the duly designated Association representative any information concerning the financial resources of the District, tentative budgetary requirements, allocations, and considered allocations to the extent known at the time.
- D. **Board Meetings, Agendas, and Minutes.** The Board of Education meetings are open to the public but said Board may hold executive sessions. The Board welcomes the attendance of Association representatives at any official Board meetings. The Association representatives upon proper recognition by the Board Chairman may comment and make contributions during the open discussion of any item on the agenda. Three (3) copies of the official agenda for each Board meeting, and any attached documents, will be given to the Association President as soon as possible before a Board meeting. A copy of the minutes of each official Board meeting will be given to the Faculty Association President after they have been approved and prepared by the District Clerk.

ARTICLE III—NEGOTIATION PROCEDURE

- A. **Initiation of Collective Bargaining.** On or about November 1 and no later than February 1 of each year that this agreement expires, the Board agrees to negotiate in accordance with the procedures set forth herein in a good-faith effort to reach agreement in all matters concerning teachers' salary, compensation, insurance benefits, and other conditions of employment. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- B. **Utilization of Non-District Negotiators.** During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. As of the time it is made available to the Board, the Board will provide the Association with a complete tentative line budget for the next fiscal year upon request. The Board will make available upon request to the Association for inspection any public fiscal records related to the budget or preparation thereof. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations if 48-hour notification has been given the opposing team. When the intention to utilize outside assistance is announced by one party, the other party may reply with its intentions to utilize outside assistance by 24 hours prior to the scheduled time of meeting.
- C. **Authority to Negotiate.** While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. Mutual agreements to any proposal signed during any bargaining session shall be considered tentative until all proposals have been considered, disposed of, or agreed upon. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Frewsburg Faculty Association.

ARTICLE IV—TEACHER FACILITIES

- A. Lavatory Facilities, Faculty Lounge, Faculty Workroom.** The Board shall make available in each school, rest room, and lavatory facilities exclusively for teacher use during school hours; one room appropriately furnished to be reserved for use as a faculty lounge and at least one faculty work room-lunch room containing adequate equipment and supplies including, but not limited to, one typewriter and one primary typewriter. One adding machine and a second upon the request of the Association will be provided in each of the two (2) faculty work rooms. Film strip pre-viewers, tape recorders, and record players can be checked out to be used there.
- B. Individual Teacher Equipment.** Each teacher shall be supplied with a desk, chair, and filing cabinet for his/her individual use within the school setting.
- C. Secretarial Services.** Secretarial service and office machines in the school buildings shall be available to teachers for school purposes in accordance with present practices.
- D. Telephones for Faculty Use.**
 - 1. Outside telephones shall be made available in each school to the teachers free of charge for official business and all long distance initiated calls shall be reported to the switchboard operator. A telephone shall be maintained both in the high school and in the Jackson School for the personal use of teachers.
 - 2. A telephone for teacher use shall be installed on the second floor of the Frewsburg Central School (High School) in the faculty room.
- E. Vending Machines.** The Association with Board approval may arrange for the installation of vending machines for staff use only. The installation, operation, control, and maintenance of the machines shall be the responsibility of the teachers in that building. All proceeds from these machines shall be used in such manner as the teachers of that building shall determine.

ARTICLE V—TEXTBOOKS AND SUPPLIES

- A. Textbooks for Student Use.** The Board will make every effort to provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use at the teacher's discretion.
- B. Selection of Text/Reference Books.** The recommendation for selection of textbooks will remain a joint responsibility of appropriate administrators and faculty members. Before a change in textbooks, reference texts, or workbooks, the Elementary Principal will discuss the change or selection with the appropriate grade-level teachers in the elementary school. Before a change in textbooks and/or reference text is made in the secondary school, the Building Administrator will discuss the change with the teachers in the appropriate department.
- C. Budget and Requisition Process.** Within the framework of the approved budget, the Board will make every effort to provide sufficient textbooks, teaching equipment, and supplies as needed in the school district on the opening of school in September. Requisitions for supplies and equipment shall be made on forms and in the manner described by the District and according to the time schedule established by the

administration. Mailing will be made as soon as possible after the budget is approved and the definite number of texts has been determined. Requisitions shall include exact address of supplier of books, supplies, and equipment, up-to-date estimated prices of books and equipment, and accurate description of all items. All requisitions should be made in duplicate with the teacher retaining the duplicate copy.

ARTICLE VI—TEACHER SCHEDULES

- A. **Tentative Schedules/Programs/Buildings.** Following a conference with the immediate principal, all teachers will be given in writing their tentative programs and schedules for the ensuing school year including the schools to which they will be assigned as follows:
1. In the event that the teacher is being considered for assignment outside their area of certification and or tenure, such notice will be no later than June 1.
 2. In all other situations individuals will receive their notice no later than June 1.
- B. **Incidental Teaching Limit.** In order to assure that students are taught by teachers working within their areas of competence, no teacher shall be assigned more than one class period a day outside the scope of his/her teaching certificate(s).
- C. **Travel Time Between Buildings.** In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as specified in Paragraph A above. A minimum of ten (10) minutes each way shall be allotted for travel time for teachers who are assigned teaching duties in both buildings.
- D. **Non-Discrimination.** Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, national origin, sex, or marital status.

ARTICLE VII—TEACHING HOURS AND TEACHING LOAD

- A. **Length of Student Day.** The official length of the school day for students shall not exceed six and one-fourth (6 1/4) hours for K-5 students and six and three-fourths (6 3/4) hours for grade 6-12 students, from opening to dismissal, except that secondary school students may be kept until the second bus run at the teacher's discretion. The school day for the Primary Special Class students shall be approximately the same as the Kindergarten.
- B. **Faculty Work Day.** Secondary teachers shall be in their designated teaching areas ten (10) minutes prior to the tardy bell in the morning. Elementary teachers shall be in their designated teaching areas twenty-five (25) minutes prior to the beginning of school. This also includes all special teachers. For all instructional staff the working day shall continue until his/her professional duties concerning the educational welfare of the students have been completed following the dismissal of all students at the end of the school day. The Guidance Office shall be open for faculty access at 7 a.m.
- C. **Early Faculty Release Procedure.** Any teacher must make arrangements with his/her building principal in order to leave earlier than in B above.
- D. **Faculty Work Year.** The work year of teachers covered by the classroom teacher's salary schedule (other than new personnel who may be required to attend additional orientation sessions) shall be no more than one hundred eighty-seven (187) days within the framework

of the county calendar. These one hundred eighty-seven (187) working days include conference and orientation days. The holidays include: Columbus Day, Veterans Day, the day before Thanksgiving, Thanksgiving Day, Christmas, New Year's, Washington or Lincoln's Birthday and Memorial Day. Teachers shall be paid 1/200 of their current total salary as additional compensation for each day or part thereof they are required to work above one hundred eighty-seven (187) days in any school year, including orientation sessions. The work year includes all days when teachers are required to be in attendance including conference and orientation days.

E. Staff Meetings, Notice of Meetings, Agendas for Meetings. Teachers may be required to attend the following staff meetings:

1. Two (2) meetings each month--a staff meeting called by the Administration.
2. Necessary elementary grade level meetings.
3. Special groups as authorized by the Superintendent.
4. Adequate prior notice of one (1) week shall be given of all such meetings. If less than a week's notice is provided, teachers may be excused from attendance after consultation with the building administrator.
5. An agenda will be provided prior to the regularly scheduled staff meetings. A regularly scheduled meeting is one with one (1) week's notice.
6. In the event of an emergency situation, the requirement for one (1) week's notice of said meeting is waived. For the purpose of this section an emergency will be defined as a situation affecting the health, safety, and welfare of the school population.

F. Evening Meetings. Teachers may not be required to attend more than one (1) evening meeting each year for open house and/or parent visitation. In the interest of good public relations within the community it is advisable for faculty members to attend public parent-teacher meetings.

G. Optional Meetings. Attendance at any other meetings shall be at the option of the individual teacher.

H. Duty-free Lunch. The elementary and secondary teachers shall have a thirty (30) minute duty-free lunch period. Teachers are free to leave the building during their duty-free lunch period, but shall leave notice with the principal's secretary.

I. Elementary Preparation Time. Elementary school teachers will have at least one thirty (30) minute, duty-free preparation period each day that a special teacher (art, music, physical education, etc.) takes over the teacher's class. On days when no special teacher is scheduled, a thirty (30) minute period free from specific duty will be provided. Any special teacher who teaches at both levels (7-12 and elementary) shall be granted at least one preparation period each day on the basis of the high school schedule.

J. Secondary Teaching Assignments. The number of daily periods of classroom instruction in the secondary school should not exceed five (5). If more than six (6) teaching periods a day are proposed, it must be agreed upon by the Association and the Superintendent. The Association President will receive a summary of the tentative program of academic subjects for the secondary teachers by June 15th. This assumes one (1) duty-free-period per day, and other duty assignments as necessary.

- K. Substitution for Absent Teacher.** No teacher shall be required to teach or supervise a class (or classes) of a teacher who is absent, except in case of emergency.
- L. Assignment to More Than Two (2) Subject Areas.** Secondary school teachers shall not be required to teach more than two (2) subject matter areas, i.e., English - Social Studies; Math - Foreign Language; Math - Science; except by mutual agreement of teacher and administrator.
- M. Procedure for Leaving Building During Unassigned Times.** Teachers may be permitted to leave the building during unassigned periods for unusual circumstances subject to paragraph C above.
- N. Academic Subject Teacher-Student Limits.** No academic subject area teacher shall be assigned the class responsibility, regardless of the size of his classes, for more than one hundred twenty-five (125) students unless waived by mutual agreement of the Association and the Administration.
- O. Half (1/2) Day Scheduling of Parent-Teacher Conferences, Staff Development, Staff Conferences, Quarterly Grading.** The District shall schedule four (4) half (1/2) days per semester when elementary students will not be in attendance. These days shall be used for parent-teacher conferences, staff development, staff conferences, and/or quarterly grading. At the end of the first and third marking periods high school teachers will submit their quarterly report sheets to the high school office where clerical assistance will be provided to place grades on report cards. At the end of the second and fourth marking periods one half (1/2) day when students are not in attendance will be provided for the completion of quarterly records and marking report cards. At the beginning of the class day following this half (1/2) day all records and report cards will be completed and on file in the office. Any personnel having completed the record keeping responsibility must be present in the school and performing their professional duties. The Association and the District will meet in June of each year to mutually decide and agree upon the four (4) half (1/2) days per semester as well as the schedule and content of those half (1/2) days.
- P. New Department Organization.** The Board of Education may organize departments and appoint department chairmen at a time when the Administration and the Association by mutual agreement recommend in writing to the Board through the Chief School Officer that the size of the secondary school and/or the education needs require. The Board shall notify the Association Secretary in writing within sixty (60) days after receipt of such mutual recommendation as to whether the recommendation will be implemented or rejected.
- Q. Salary Agreements.** New teachers should receive a written statement of their grade or subject to be taught as well as can be determined upon appointment to their positions. Veteran teachers shall receive in writing with their salary notice statements, their tentative programs for the ensuing school year, including the schools to which they have been assigned, the grades and/or subjects they will have, and any assignments or duties in addition to their regular teaching load. Salary agreements should be returned within two (2) weeks.
- R. Elementary Half (1/2) Days at End of School Year.** On each of the last three (3) days of student attendance, elementary teachers will be provided with a half (1/2) day free of supervisory and instructional duties in order to hold parent-teacher conferences deemed necessary by the teacher and the principal and to complete the necessary records and diverse tasks associated with the termination of the school year.

- S. **Cafeteria Assignments—Rotated.** Cafeteria assignments will be rotated. Teachers shall not be assigned supervision of more than two (2) lunch periods unless supervision of additional lunch periods is specifically requested in preference to an alternative duty assignment. No teacher shall be assigned cafeteria duty more than two (2) quarters per year.
- T. **School Nurse—Duty-free Time.** The school nurse will be provided with a twenty (20) minute period in the morning and a twenty (20) minute period in the afternoon, in addition to the normal lunch period, which will be duty free except in case of an emergency.

ARTICLE VIII—CLASS SIZE

- A. **Reasonable Effort.** Every reasonable effort will continue to be made to limit class size to a level consistent with quality education and the practical financial conditions.
- B. **Elementary Deviations.** Significant deviations from currently prevailing practice relative to class size for more than one (1) year may be agreed upon by the Association, the elementary teachers and the Elementary Principal at the elementary level.

ARTICLE IX—NON-TEACHING DUTIES

- A. **Supervisory Assignments.** The Board and the Association acknowledge that a teacher's primary responsibility is to teach. Supervisory assignments such as hall duty, cafeteria duty, study hall duty, noon hour recreation supervision and bus duty supervision shall be equitably assigned in each building. Every effort will be made to insure that the collection of money and performance of custodial tasks are not assigned to members of the professional staff.
- B. **Central Register Lunch/Milk.** The present arrangement for central register keeping and the selling of lunch tickets and milk shall be continued.
- C. **Teacher Aides.** Teacher aides shall work only under the supervision of a classroom teacher. Teachers that have the support assistance of a teacher aide will, upon the request of an evaluating administrator, provide input information to the administrator regarding the aide's performance.
- D. **Structured Study Halls/Guided Study Halls:** The Association and the District are in agreement that structured study halls and/or guided study halls will not be counted as direct classroom instructional periods. Since these study halls involve non-direct instruction, the assignment of work and communication of the assignment is the responsibility of the regular classroom teacher. Study hall teachers are to make every attempt to supervise and encourage students to complete assigned work. These assignments will be returned to the regular classroom teacher by the structured or guided study hall teacher.

ARTICLE X—SPECIALISTS

- A. Specialists and Time Required.** Certified specialist(s) will be employed by the District to teach in the areas of art, library, music, physical education, technology, computers, and family and consumer sciences. The District warrants that it will take no action to reduce any of the aforementioned positions, except by attrition, during the life of this agreement and extending to June 30, 2007.

Beginning in September 2003 and every year thereafter, all K-5 teachers will have a minimum equivalent of 225 minutes of planning time per week, with a minimum of 40 minutes per day. Teachers in grades 6-12 shall have the equivalent of five (5) planning periods per week, with a minimum of one per day of no less than 40 minutes duration.

- B. Coverage of Specialist Classes Due to Absence.** In the instance of a “specialist” teacher being absent, the classes that would have been covered by that person will be covered by the District. Should the District not be able to hire a substitute, volunteers may be sought from among the certified teaching staff.
- C. Transfer-Set-up in Elementary.** Specialists in the elementary school shall be allowed a minimum of five (5) minutes for transfer, set-up, or preparation time between classes.
- D. Art and Lab Science Teacher Preparation.** Art and lab science teachers with two (2), or more, labs shall have one (1) duty-free preparation period and one (1) unscheduled period during which these areas will be open for student assistance conferences at the teacher's discretion.
- E. Technology; Family and Consumer Class Size.** The number of pupils in Technology and Family and Consumer Sciences classes shall be no more than the teaching facilities or work stations available.
- F. Required Guidance Positions.** One (1) full-time guidance counselor shall be provided in the secondary school.
- G. Athletic Director.** The Athletic Director shall have one (1) period per day to conduct the business of the Athletic Department.

The Athletic Director may be provided with a cell phone, for school business use, at District expense. Use shall be restricted to limits set by the District.

- H. Dean of Students (2)**
1. Shall perform teaching duties sixty (60%) percent of the time.
 2. Shall perform Dean's duties forty (40%) percent of the time.
 3. Duties shall include, but not limited to:
 - a. Attendance of secondary students;
 - b. Discipline of secondary students;
 - c. Scheduling duties (master schedule during the summer, when needed);
 - d. Special projects.
 4. Shall work a minimum of fifteen (15) days beyond yearly schedule (according to need).

ARTICLE XI—SUMMER AND EVENING SCHOOL

A. Adult Education

1. Teachers shall have first preference for teaching evening adult education courses.
2. Teaching adult education shall not conflict with regular teaching duties and responsibilities.
3. Course offerings, hours, times, location shall be determined by the Adult Education Director with approval of the Superintendent of Schools.
4. The minimum hourly pay for teachers teaching adult education courses shall be \$12/hr.

B. Summer School

1. Summer school shall be defined as a District-operated, State Education Department-approved program of instruction.
2. Teachers shall be given first preference for teaching summer school courses within their area of certification.
3. Teachers shall be paid at a rate of \$24/hour for teaching summer school courses. The number of hours for each course shall be contained in the announcement of vacancy notice.
4. Vacancy announcements shall be posted in each building as early as possible.
5. Teachers shall have to re-apply for summer school positions on an annual basis.

In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and experience.

ARTICLE XII—DISTANCE LEARNING PROGRAM

- A. Posting and Assignment.** The teaching of Distance Learning classes shall be strictly voluntary. Distance Learning positions shall be posted annually according to the procedure outlined in the current CBA. Distance Learning classes shall be taught by teachers certified in the area they will be teaching. During the time that this agreement is in effect, no teacher will be required to teach in the Distance Learning program without his/her consent.

Before accepting the voluntary assignment, the individual will be informed as to the projected number of students enrolled in the program.

- B. Staff Protection.** The implementation of the Distance Learning program shall not directly result in the reduction or elimination of positions due to declining enrollment, budget constraints, or the elimination of low enrollment programs.
- C. Grading.** The grading of Distance Learning students shall be the responsibility of the instructor who hosts the class. However, the receiving schools shall be responsible for translating grades into their own grading systems.
- D. Staff Development.** The District shall provide training for those teachers who consent to teach in the Distance Learning program. If such staff development is provided during the

summer months, or when school is not in session, such training shall be compensated at the then-effective daily rate of pay for said teachers. The District shall not be obligated to provide more than two (2) days of training of a technical nature, regarding the Distance Learning program. Participating teachers may be provided release time at full pay for a maximum of two (2) visitations to schools with which they are sharing Distance Learning classes, provided that these visitations are during the regular school day and they are jointly approved in advance by the principals of the school involved.

- E. **Technical Assistance.** The Frewsburg Central School District will provide all appropriate technical assistance related to the set-up, operation, transmission, and takedown of all Distance Learning classes when requested by the instructor.
- F. **Compensation.** There shall be no additional compensation for teachers of a Distance Learning class, provided that the class does not exceed the teacher's regular maximum of six assignments per day.
- G. **Supervision.** The district receiving the transmitted lesson shall assume full responsibility and liability for the supervision of the students in the receiving schools. Teachers who are hosting a class from the transmitting school shall not be accountable for the failure of discipline at the receiving sites. Distance Learning teachers from the transmitting site will, however, be responsible for adhering to DLC-established procedures for dealing with receiving site discipline problems.
- H. **Preparation.** Teachers of Distance Learning classes shall not receive any additional preparation periods for their participation in the Distance Learning program. The Distance Learning program shall not adversely impact on the preparation time or workload of any bargaining unit members who are not involved in the Distance Learning program.
- I. **Observation and Evaluation.** Evaluations of teachers in the Distance Learning classes shall be in accordance with the provisions of the CBA of the district in which the class originates. Tapes of lessons shall not be used for evaluation, and evaluators shall observe the teacher's class by their physical presence within the classroom, rather than monitoring of the receipt of the lesson on a television monitor.
- J. **Extended Transmission.** There shall be no transmissions or reproductions of Distance Learning classes by the Frewsburg Central School District beyond the receiving districts without the prior written approval of the bargaining unit member(s) instructing the class.

ARTICLE XIII—STATEWIDE ASSESSMENT TEST

Bargaining unit members may, from time to time, be required to be trained and/or score statewide assessment tests. When such a situation develops, the following conditions shall apply:

- A. **Mileage.** Mileage will be paid, at the then current district rate, for the distance above and beyond the teacher's normal home to work travel distance.

- B. Starting and Ending.** Starting and ending times for any such training or scoring shall be established in advance and shall be available in writing to the teacher. Every effort will be made to assure that the starting and ending times do not extend beyond the normal work limits.

When in extenuating circumstances, a teacher is required to work beyond the normal work time, the teacher will be compensated at 1/200th of his or her annual base salary (including graduate hours) divided by seven (7) and paid in prorated segments of fifteen (15) minutes fully completed.

- C. Extended Year.** Teachers required to work additional days beyond the normal work year for the purpose of test scoring or training shall be compensated at 1/200th of his or her annual base salary (including graduate hours) divided by seven (7) and paid in prorated segments of fifteen (15) minutes fully completed.

Teachers will not be required to work on Saturdays, Sundays, or holidays. When such work does occur, it will be paid at the same rate as above.

- D. Emergency or Inclement Weather.** In the event that the Frewsburg School District has been closed, teachers who were scheduled to participate in scoring and/or scorer training, shall use their discretion in determining whether or not they can safely commute to the scoring site. Teachers have a professional obligation to attend if they can do so safely and shall not be excused solely on the grounds that the Frewsburg Schools are closed.

ARTICLE XIV—TEACHER EVALUATION

- A. Monitoring of Work Performance.** All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Any evaluation of a teacher's work which will result in an official evaluation report will be followed by a conference with the teacher.
- B. Just Cause.** No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause and in no case shall this be done publicly.
- C. Who Can Evaluate Coaches.** Only qualified members of the certified staff shall be used to evaluate teachers; this shall include Elementary Principal, High School Principal, and Superintendent.
- D. Participation in Extracurricular Activities.** Teacher participation in extra-curricular activities shall be voluntary and non-participation in such activities shall not be a valid consideration for evaluating teacher classroom performance.
- E. Objective of Evaluation.** The major objective of evaluation is to improve the quality of instruction. Desirably, the evaluation of a teacher is a cooperative and continuing process
- F. Criteria Used in Evaluation.** The criteria for classroom teacher evaluation shall be the teacher's ability to enhance pupil growth in an effective manner.

G. Rating Procedures

1. The Teacher Observation Form annexed to this procedure is to be the major basis for teacher rating. An additional narrative summary will be made yearly for each probationary teacher. This summary will be discussed with the teacher and signed by him/her before inclusion in his/her personnel file. There shall be no substitutions or additions or any other form for evaluation unless developed jointly by the Board and Association.
2. Non-tenured teachers will be rated no less than three (3) times per year. Any teacher, supervisor, or principal may request additional ratings by administration of supervisory personnel.
3. Tenured teachers will be rated at least once in each two (2) year period.
4. The length of any observation for rating purposes shall not be less than thirty (30) continuous minutes.

H. Personnel Assignment for Rating. Under normal circumstances, rating of professional staff will be accomplished by the respective building principals and/or the Superintendent.

I. Notice for Rating. Ordinarily teachers will be informed of plans for rating during the week preceding the week in which an observation for rating is intended to be made.

J. Rating Report, Conference, and Comments. A written report (form attached) will be made of each classroom observation made for rating purposes. Under normal circumstances not more than five (5) school days after observation, a conference will be held between the rater and the teacher to discuss the report. No report shall be submitted to central administration or placed in the teacher's files, distributed, or acted upon until the teacher has been given a copy of the rating, a conference has been held and the teacher has had an opportunity to have the rating interpreted by the rater and a chance to respond orally or in writing to be attached to the form to be filed if the teacher so desires. Both the teacher and the rater shall sign the report. The signature of the teacher does not indicate his/her agreement but does indicate having received, discussed and when desired, having the opportunity to attach his/her comment. After an initial review of the evaluation, the teacher may request a second conference for further clarification.

K. Follow Up to Rating

The supervisor function is to evaluate the teacher and to assist the teacher in improving the quality of his/her instruction. Suggestions as to areas needing improvement and ways to do so in items marked "NI" or "U" are the responsibility of the rater and are to be indicated in writing on the report form or in more detail on attached sheets. The suggestions are to be discussed in the conference on the rating. Wherever necessary, follow-up visitations should be scheduled, not only for the purpose of rating, but also to help the teacher with planning and teaching techniques or curriculum and materials to achieve the desired results.

L. Teacher Observation Form

The form for teacher observation follows on pages 14-16.

FREWSBURG CENTRAL SCHOOL DISTRICT

Teacher Observation Form

Teacher's Name _____ Observer's Name _____ Date of Observation _____

Subject/Grade _____ Period/Time _____

Criteria of Evaluation

1. Teaching Effectiveness:

- *Makes lessons understandable and interesting.
- *Variety of instructional techniques employed.
- *Provides for individual differences.
(Identifies special learning & behavior needs of students)
- *Uses good questioning techniques. (Questions are of high quality & encourage creative & critical thinking)
- *Spoken and written language is clear & correct.
- *Uses time in class wisely.
- *Evidences enthusiasm & inspires the desire to learn.
- *Demonstrates solid content knowledge & makes connections between content & others part of the discipline and other disciplines.
- *Learning activities match instructional objectives.
- *Tasks are organized so students are engaged.
- *Expands classroom learning experience through appropriate homework & other similar experiences.
- *Successfully accommodates students' questions or interests.
- *Transitions occur smoothly, with minimal loss of instruction time.
- *Attends to administrative detail in classroom.

(E)	(S)	(NI)	(U)	(NA)

E – Excell. S – Satisfact. NI – Needs Improve. U – Unsatisfact. NA – Not Applicable

FREWSBURG CENTRAL SCHOOL DISTRICT
Teacher Observation Form

2. Pupil Control:

*Creates a climate for effective learning. (Exercises good judgment in regards to physical welfare of students)

*Gains respect of pupils.

*Exercises constructive and positive discipline. (Response to misbehavior is effective and sensitive to students' individual needs)

*Monitors the attention of individual students throughout the learning period.

(E)	(S)	(NI)	(U)	(NA)

Description and Organization of Lesson:

FREWSBURG CENTRAL SCHOOL DISTRICT
Teacher Observation Form

3. The following good practices were observed and should continue:

4. Recommendation for improvement and/or points for consideration:

5. Sound practices and/or areas for improvement outside this observation:

6. Other:

We have discussed this observation on _____.

Evaluator: _____

Teacher: _____

Check here if teacher comments are
attached. _____

Original:
Copies:

Teacher Personnel File
Evaluator
Teacher

ARTICLE XV—COACHES' EVALUATION PROCEDURE

- A. Monitoring of Work Performance.** All monitoring or observation of the work performance of a coach will be conducted openly and with full knowledge of the coach. Any evaluation of a coach's work which will result in an official evaluation report will be followed by a conference with the coach.
- B. Just Cause.** No coach will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or dismissed without just cause and in no case will this be done publicly.
- C. Who Can Evaluate Coaches.** Only certified administrative staff shall be used to evaluate coaches; this shall include the High School Principal and the Superintendent.
- D. Objective of Evaluation.** The major objective of evaluation is to improve the quality of coaching in that particular sport. Desirably, the evaluation of a coach is a cooperative and continuing process.
- E. Criteria Used in Evaluation.** The criteria for evaluating a coach shall be the ability of the person to enhance player growth, confidence, respect for self and others, and team effort.
- F. Rating Procedures**
 - 1. The coaches' rating forms annexed to this procedure are to be a major basis for coaches' ratings. Each evaluation will be conducted a minimum of once every two (2) year period. An additional narrative summary may be made yearly for each coach. This summary will be discussed with each coach and signed by him/her before inclusion in the personnel file. There shall be no substitutions or additions or any other form for evaluation unless developed jointly by the Board and the Association.
 - 2. The length of any observation for coaches shall not be less than twenty (20) minutes.
- G. Notice for Rating.** Ordinarily coaches will be informed of plans for rating during the week preceding the week in which an observation for rating is to be made.
- H. Rating Report, Conference, and Comments**

A written report will be made of each coach observation for rating purposes. Not more than five (5) days after the observation, a conference will be held between the rater and the coach to discuss the report. No report shall be placed in the coaches' file until the coach has received a copy and has had an opportunity to respond in writing. Both coach and rater shall sign the report. The coach's signature shall not indicate agreement, but does indicate the coach has received and discussed the same with the rater.
- I. Coaches Rating Forms**—Coaches Rating Forms A and B are attached.

COACH'S EVALUATION RATING FORM A

School _____

Date _____

Coach _____

Evaluator _____

Sport _____

Symbols used: VG (Very Good); S (Satisfactory); NI (Needs Improvement);
U (Unsatisfactory); NA (Not Applicable)

		Rating Symbols				
	ITEMS	VG	S	NI	U	NA
1	Takes proper care of equipment (in and out of season).					
2	Follows proper guidelines concerning athletic injuries.					
3	Is prepared for practices.					
4	Conducts prompt, well-organized practices.					
5	Well-defined team goals.					
6	Takes fair, proper, and just disciplinary action to assure proper individual and team conduct.					
7	Proper channels followed for equipment orders.					
8	Prompt and well-organized equipment ordering.					
9	Has mastery of sport.					
10	Stimulates desire to plan the sport.					
11	Shows evidence of enthusiasm for sport and players.					
12	Inspires confidence and a desire to play sport.					
13	Creates a climate for effective participation.					
14	Gains respect of all participants.					
15	Conducts oneself in a mature, responsible manner. (Illustrative Examples: <u>A</u> . Uses proper language; <u>B</u> . Proper bench conduct; <u>C</u> . Proper locker room conduct; <u>D</u> . Set proper example, etc.)					
16	Communicates well with all athletes					
17	Cooperates well with athletic staff.					
18	Communicates with parents and community.					
19	Accepts constructive criticism.					

Coach's Signature _____

Date _____

Rater's Signature _____

Date _____

Rater's narrative comments in reference to any of the above remarks.

Coach's narrative comments in reply to the rater's evaluation.

**SUMMARY
COACH'S RATING FORM B**

School _____ **Date** _____

Coach _____ **Evaluator** _____

Sport _____

Symbols used: **VG (Very Good); S (Satisfactory); NI (Needs Improvement);**
 U (Unsatisfactory); NA (Not Applicable)

		Rating Symbols				
	ITEMS	VG	S	NI	U	NA
1	Is dependable.					
2	Is punctual.					
3	Shows evidence of good judgment.					
4	Accepts responsibility.					

Coach's Signature _____

Date _____

Rater's Signature _____

Date _____

Rater's narrative comments in reference to any of the above remarks.

Coach's narrative comments in reply to the rater.

ARTICLE XVI—TEACHER FILES

- A. Teacher Files and Access.** Teacher files will be maintained by the Superintendent in the Central Office. These files are not open to the public except upon specific written request of the teacher and the Association to the Superintendent or his/her designee.
- B. Placement of Derogatory Items into Files.** Complaints by a parent directed toward a teacher shall be called to the teacher's attention if a permanent record is to be made of such complaint. In such case the teacher will have an opportunity to answer this complaint in writing; such answer will be attached to the original complaint. No derogatory complaint letter, report or other material shall be placed in the teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached thereto or an opportunity to confront the complainants.
- C. Individual Review of Files.** Each teacher has the unrestricted right (personal references excepted) upon request to the Superintendent or his/her designee to review his/her personnel file. Each teacher shall have the right to be accompanied by a representative of his/her own selection during such review. The teacher shall have the right to reproduce information within his/her file with the exception of confidential references.
- D. Removal of Anonymous Materials.** At the request of the teacher, any anonymous material placed in the teacher's personnel file shall be removed from his/her file and destroyed. Any anonymous material received after the date hereof and pertaining to any teacher shall be brought to the teacher's attention upon receipt. A copy thereof shall be furnished to the teacher upon request.

ARTICLE XVII—TENURE

- A. Probationary Period All Professional Staff.** The probationary period for all professional staff shall not exceed three (3) years.
- B. Notice of Professional Progress.** A probationary teacher will be informed, in writing, by his/her principal and/or the Superintendent, of his professional progress at the end of each probationary year. A copy of these statements shall be on file in his/her personnel folder.
- C. Acknowledgement of Review of Written Observation.** The teacher will acknowledge that he/she had the opportunity to review all written evaluations made by administrators by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
- D. Termination Notice of Probationary Teacher.** Probationary teachers who are not being recommended for tenure appointment shall be so notified one hundred twenty (120) days before the end of their probationary period by the Superintendent. The end of the probationary period shall correspond to the effective date of the appointment.
- E. Timelines for Probationary Dismissal.** Probationary teachers who are not to be recommended for employment for the following year shall be so notified in writing by May 1. A probationary teacher who is to be dismissed other than at the conclusion of a school year shall be given sixty (60) days' notice prior to dismissal.

- F. District Required Physicals.** Physical examinations required by the district shall be at district expense, if provided by the school physician according to school specifications. If the teacher chooses to obtain such physical examination from his/her own physician, it will be at the teacher's expense.
- G. Just Cause for Tenured Staff.** No tenured professional staff member covered by this agreement shall be dismissed without just cause.
- H. Records Provided to Association President.** The Superintendent shall provide a list of probationary teachers, along with their certification status and graduate hours to the President of the Faculty Association at least thirty (30) days before action by the Board of Education on said probationary teachers.

ARTICLE XVIII—PROMOTIONS

- A. Procedures.** All vacancies in promotional positions, including specialists and/or special projects teachers, excepting the position of Superintendent, shall be filled pursuant to the following procedures:
 - 1. Such vacancies shall be adequately publicized, which shall mean as a minimum that a notice shall be posted in each faculty lounge and the main office of each school clearly setting forth a general description of and the qualifications for the position, including the duties and salaries.
 - 2. Such notices shall be posted within three (3) school days after the Board has decided to advertise to fill the vacancy. If the Board and/or administration become aware of a vacancy during the summer vacation, notice of such vacancy shall be sent to the summer address of the president, vice president, secretary, and treasurer of the Association. An interested Faculty member may leave a self-addressed envelope with the Superintendent's secretary so that they can mail out postings during the summer.
 - 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
 - 4. Such vacancies shall be filled on the basis of qualification for the vacant post, provided, however, that where two (2) or more applicants are equally qualified, seniority in the Frewsburg School District shall control.
- B. Definition.** Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions of supervisor, director, principal, department head, and administrative assistant.
- C. Non-discrimination.** All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, sex, religion or national origin.

ARTICLE XIX—VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Notice & Posting.**
 - 1. When and if vacancies occur, notices will be posted in each faculty lounge and the main office of each school. Staff members who are interested may submit a letter of application.

2. Such notices shall be posted within ten (10) days after the Board or administration become officially aware of such vacancies. When a vacancy occurs during the summer months, notices shall be sent to the summer address of the president, vice president, secretary and treasurer and any of the teachers who have expressed a desire for a change according to section three (3) below.
 3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. These requests will be kept in an on-going file. Absence of a written request indicates no interest in a transfer.
- B. Selection Process.** In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system if more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed, and, qualifications being substantially equal, seniority in the school system shall control.

ARTICLE XX—INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Rationale.** Although the Board and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school may be unavoidable, they also recognize that frequent transfer or reassignment of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:
- B. Notice of Transfer.** Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and under normal circumstances, not later than June 1.
- C. Qualifications & Preferences.** The administrators shall continue to exercise concern for both the educational needs of the District and teacher qualifications and preferences in making transfers and reassignments.
1. **Daily Assignment.** In order to assure that students are taught by teachers working within their areas of competence, no teacher shall be assigned more than one (1) class per day outside the scope of his/her teaching certificate or his/her major field of study.
- D. Objection to Transfer..** An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the appropriate High School or Elementary Principal at which time the teacher will be notified of the reasons therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, he/she shall submit a letter, indicating the objections, to the Superintendent and the Association President.

ARTICLE XXI—SICK LEAVE ABSENCE AND ALL EMERGENCY LEAVE

- A. Annual Accumulation.** Each teacher shall be entitled to fifteen (15) days sick leave each year. Effective July 1, 1988, unused sick leave is accumulative to two hundred fifteen (215) days.

- B. Bereavement Leave.** Up to five (5) days, not chargeable to sick leave, may be used for bereavement immediately following the death of a member of the teacher's immediate family (father, mother, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, or a person living in the teacher's household).
- C. Personal Leave.** Up to five (5) days, chargeable to sick leave, may be used for emergency absences or personal business which cannot be accomplished at any other time. Personal business includes legal matters, family illness, and other activities specifically of a business nature.
 - 1. Days Not Allowed.** Personal business may not include shopping, vacations, recreational trips or activities, avocational interests or other employment (excepting national guard or armed forces reserve duty).
 - 2. Unrestricted Day.** One (1) personal day per year may be taken without giving reasons provided the teacher applies at least two (2) days in advance and not over six (6) personal days districtwide are utilized on the day in question.
 - 3. Recordkeeping.** For recordkeeping purposes only, a statement will be made by the teacher of the reason for absence under the provision of this article.
 - 4. Days Preceding and Following Holidays.** Personal business leave days immediately preceding or following holidays and vacation periods shall be granted only upon approval of the Superintendent.
 - 5. Deduction for Improper Use.** Days taken under this provision for other than the valid reasons described above will result in a deduction at the rate of 1/200 of the annual salary for each day.
 - 6. Unused Accumulation.** Unused personal leave days will be added to accumulated sick leave at the end of each school year.

ARTICLE XXII—RETIREMENT HEALTH INSURANCE

- A. Teachers Hired Prior to 1978-1979.** Teachers hired prior to 1978-79 shall be eligible for the following:
 - 1. Each unused sick day shall be credited for one month of individual health insurance cost.
 - 2. Each two (2) unused sick days shall be credited for one month of family health insurance cost.
- B. Maximum Amount of Premium District Pays.** In both of the above, the maximum amount the district will pay is the premium in effect at the time of the employee's retirement. In the event that the employee does not have sufficient accumulated days to pay the entire period until age sixty-five (65), the number needed will be divided into the number of months of credit. The employee will pay the difference for each year.
- C. Maximum Accumulation of Days.** If an employee has two hundred fifteen (215) accumulated sick days at the beginning of his or her final year, any days credited that year can be used to purchase health insurance in retirement under the formula developed this day. The maximum accumulation is two hundred thirty (230) days in the final year of employment.

- D. Death of Retiree Hired Prior to 1978-1979.** In the event of the death of a retiree who is covered by the retiree family health insurance provision for employees hired prior to 1978/79, the health insurance coverage shall remain in effect for the surviving spouse and family for the designated number of months covered by the retiree's accumulated unused sick days as per the arrangements made the retiree at the time of retirement
- E. Teacher Hired After July 1, 1979, and Prior to June 30, 2007.** Retirement Health Insurance for individuals hired after 7-1-1979 and prior to 6-30-2007:
- 1. Retirement Guidelines.** Individuals who retire on or before 6/30/ 2020 and who have completed 15 years of service to Frewsburg Central School District are permitted to use up to two hundred fifteen (215) days of accumulated sick/personal days to acquire health insurance in retirement. The maximum accumulated is two hundred thirty (230) in the final year of employment.
 - 2. Sick/Personal Days Accumulated Prior to 2005-06.** Each accumulated sick/personal day which has accrued prior to the 2005-2006 school year will be funded by the District at the rate of \$50.00 per day. (The intent of this provision is to use the unused accumulated sick leave acquired prior to 2005-2006 only if necessary to bring an individual's total accumulated sick leave to the 230 day maximum.
 - 3. Sick/Personal Days Accumulated Beginning in 2005-06.** Beginning in the 2005-2006 school year the District will contribute \$100.00 per day for each unused sick/personal day. The District will also credit \$500.00 per year to each individual's health insurance in retirement account. Those teachers who have accumulated credit toward health insurance shall have that dollar amount added to their account based on the purchase cost of insurance for the 2004-2005 school year. All dollar amounts regarding the health insurance in retirement account shall be agreed to by the District and the Faculty Association. At the end of each school year, each individual shall be given a statement summarizing his or her health insurance ~~in~~ retirement account.
 - 4. Death of an Active Employee Under This Section.** If an individual covered by this benefit dies while in active service, the Board shall pay the full cost of a rider to insure the survivors of a deceased policy holder for a period of two (2) years after his/her death..
 - 5. Death of a Retiree Under This Section.** If a retired individual covered by this provision dies before his or her health insurance in retirement account has been exhausted, the surviving spouse and or dependent children shall receive health insurance coverage for a period of time covered by the individual's balance
 - 6. Maximum Period of Payment.** In addition, it is understood, that in no circumstance (even if the retired individual has accumulated sufficient funds to do so) will the district pay health insurance benefits beyond such time as the individual qualifies for Medicare/Medicaid. In addition it is understood that the District will only issue funds from the insurance reserve to individuals who retire from service to the Frewsburg District or because of circumstances beyond their control take a disability retirement and that these funds will only be disbursed for purposes of insurance premium payments (no cash settlements).

7. **Forfeiture of Benefit.** Any individual leaving the district for any other reason prior to reaching retirement age forfeits any and all accumulated insurance premium funds. The only exception to this language will be in the case of the death of the employee as indicated above.
8. **Sunset Clause.** For those individuals hired after 6/30/2007 this option is not available unless mutually agreed upon in future negotiations.

F. Retirement Insurance Fund Accrual Chart:

The following chart is used for the sole purpose of providing an example of how the dollar amounts would be calculated based on the assumed maximum number of days. Individual adjustments would have to be made to account for less than the maximum number of days per year.

SCHOOL YEAR	ANNUAL ACCRUAL	ASSUMED MAX.	RATE/DAY		TOTAL INS. AMOUNT
05-06	\$500	15 days	X \$100	=	\$2,000
06-07	\$1,000	30 days	X \$100	=	\$4,000
07-08	\$1,500	45 days	X \$100	=	\$6,000
08-09	\$2,000	60 days	X \$100	=	\$8,000
09-10	\$2,500	75 days	X \$100	=	\$10,000
10-11	\$3,000	90 days	X \$100	=	\$12,000
11-12	\$3,500	105 days	X \$100	=	\$14,000
12-13	\$4,000	120 days	X \$100	=	\$16,000
13-14	\$4,500	135 days	X \$100	=	\$18,000
14-15	\$5,000	150 days	X \$100	=	\$20,000
15-16	\$5,500	165 days	X \$100	=	\$22,000
16-17	\$6,000	180 days	X \$100	=	\$24,000
17-18	\$6,500	195 days	X \$100	=	\$26,000

1. **Examples of Conversion.** The following examples show how the above data would be applied to two individuals with different fact patterns. These are examples only, and do not represent any individual member of the Association.

EXAMPLE:

- #1: In the event that a Frewsburg bargaining unit member uses a sick or personal day, the deduction for this day will be made from the individual's current school year allotment of fifteen (15) sick and personal days.

For example, an employee has accumulated 150 unused sick and personal days as of June 30, 2005. During the 2005-2006 school year, this employee uses three (3) sick or personal days. Three days would then be deducted from the fifteen (15) sick and personal days available for 2005-2006. The individual would then have an accumulation of one hundred sixty two (162) unused sick and personal days (150-12) from the 2005-2006 school year.

- #2: In the event that a Frewsburg bargaining unit member exceeds the current school year allotment of fifteen (15) sick or personal days, the additional days beyond the fifteen (15) would then be deducted from the previously accumulated unused sick and personal days.

For example, an employee has accumulated one hundred fifty unused sick and personal days as of June 30, 2005. During the 2005-2006 school year, this employee uses 18 sick or personal days. The individual accumulates no unused sick or personal days for the 2005-2006 school year. Three (3) days would then be deducted from the one hundred fifty (150) previously accumulated unused sick or personal days. The individual now has one hundred forty seven (147) accumulated unused sick or personal days as of the end of the 2005-2006 school year.

ARTICLE XXIII—TEMPORARY LEAVES OF ABSENCE

- A. Professional Conferences Sponsored by NYSUT and/or AFT.** Up to six (6) days total leave shall be granted to attend professional conferences or workshops sponsored by the New York State United Teachers or the American Federation of Teachers as an official delegate of the Frewsburg Faculty Association.
- B. Conference in Special Field of Instruction.** It shall be the policy of the District that a teacher may attend conferences in his/her own special field at District expense by prior authorization of the Board. The District will pay mileage plus tolls or other transportation costs, pay for a registration fee, for meals and for lodging according to prior approved amounts. Attendance by more than one person per department per year may be approved by the Board. The Board shall have individual requests from those who would like to attend conferences during the year by September 30th. Estimated costs are needed by September 30th or as soon thereafter as possible. Hotel bills, thruway receipts, airline ticket stubs, and other receipts will be submitted with vouchers for payment. Teachers attending a conference of two (2) or more days will submit a written report.
- C. Leaves Not Chargeable to Sick Leave.** Leaves of absence with full pay not chargeable to the teacher's sick leave shall be granted for the following reasons:
 - 1. Absence for jury duty on condition that the teacher shall turn over to the school district per diem payment made to him/her for such jury duty.
 - 2. Administratively approved visitation to other schools.
 - 3. Time necessary to take the selective service physical examination.
 - 4. Time necessary for appearance at any legal proceeding connected with the teacher's employment or with the School District.
- D. Graduate Level Summer Programs.** The Board may grant a teacher up to five (5) days time off with full pay when necessary to leave early to attend graduate level summer programs when an individual does not have personal days left which can be used for this purpose. All responsibilities which can be completed by the teacher must be completed prior to his/her leaving.

ARTICLE XXIV—EXTENDED LEAVES OF ABSENCE

- A. **Extended Personal Illness.** The Board shall grant professional personnel up to two (2) years leave of absence without pay for extended personal illness. A doctor's certificate shall be provided.
- B. **Disability Related to Pregnancy.** Members of the bargaining unit shall be permitted to utilize all contractually provided leave benefits for disabilities due to or related to pregnancy provided that they provide the District with a signed statement of disability from a physician, which states the estimated date of delivery and the estimated period of disability.
- C. **Maternity-Paternity Leave.** The Board shall grant up to two (2) years leave of absence without pay for maternity-paternity leave. At the time of the maternity-paternity leave request, the teacher must specify whether the leave is to be for:
 - 1. One (1) year commencing September 1 after the leave is requested.
 - 2. Two (2) years commencing September 1 after the leave is requested.
 - 3. Only the balance of the school year in which maternity or paternity occurs.
- D. **Notice of Return.** The teacher on maternity-paternity leave must notify the Board of the teacher's intentions in writing on or before March 1 preceding the September in which the teacher is to return.
- E. **Medical Notice Prior to Return to Employment.** The Board of Education may request a statement from the teacher's physician concerning the fitness of the teacher to continue work during pregnancy or the fitness of the teacher to return to work after maternity leave.
- F. **Leave of Absence Not of an Emergency Nature.** Leaves of absence of up to two (2) years without pay which are not of an emergency nature may be granted by the Board providing a suitable replacement for the teacher can be secured.
- G. **Leave for Local/State/National Activities.** The Board agrees that one (1) teacher will, upon request, be granted a leave of absence of one year without pay for the purpose of engaging in Association (local, state, or national) activities.
- H. **Benefit Restoration Upon Conclusion of Leave.** Referring to A, B, E, & F above, all benefits to which a teacher is entitled at the time his leave of absence commenced will be restored to him/her upon his/her return with no additional salary step credit or years of probationary service granted.
- I. **Military Leave.** Military leave will be granted to any teacher who is inducted into the armed forces of the United States, as required by Military Law.
- J. **Request Process.** All requests and approvals for extended leaves will be in writing.
- K. **One Time in Career Health/Emotional Leave.** In the event an employee needs to take a leave for health or emotional reasons, he or she shall be entitled once in their career to such leave, without pay or benefits, up to one year provided the termination of the leave coincides with the beginning of a semester. The employee will be allowed to purchase any and all benefits that would have been provided an employee on active duty. This payment would be at the rate the District is charged.

ARTICLE XXV—SICK BANK

Sick Leave Bank: The Sick Leave Bank shall be administered and utilized in accordance with the following procedures:

- A. **Eligibility to Join.** Each employee in the bargaining unit who has accumulated thirty-five (35) days of sick leave is eligible to voluntarily become a member of the Bank provided he/she does so within thirty (30) days of the execution of this Agreement, or within thirty (30) days after he/she first accumulates thirty-five (35) days of sick leave.
- B. **Required Individual Contributions.** Initial entry for all eligible employees will be three (3) sick days from their accumulated sick leave plus the amount any other member must contribute under C below.
- C. **Maximum Annual Contribution.** Each member of the Bank will contribute up to a maximum of two (2) sick days per year to maintain membership in the Bank. Sick days contributed will be deducted from each members' accumulated sick leave.
- D. **Maximum Bank Accumulation.** The maximum number of usable days from the Bank may not exceed two hundred (200) days in any school year. By September of each school year, each member of the Bank will be notified by the Association of the number of days he/she must contribute to maintain membership for that year. These days will be in multiples of one-half (1/2) days. For ease of accounting, thirty (30) days beyond the two hundred (200) day usability level per year may be on deposit. However, these days cannot be utilized once the two hundred (200) usable day level is reached. It will be the responsibility of the Association to explain the workings of the Sick Leave Bank to the employees and to determine from which employees who have voluntarily entered the Bank what contributions must be made.

The teacher who chooses to withdraw from the Bank will not receive credit for his/her contributed days.

- E. **Failure to Join or Withdraw from Sick Bank.** If an employee in the unit fails to become a member at the first opportunity outlined above or withdraws from the Bank, that employee shall not be eligible to join or rejoin until two (2) years from the date he/she failed to join or withdraw. Notice of withdrawal by the teacher for any year shall be given to the Association President by September 10th of any school year.
- F. **Annual Membership List.** A list of members of the Bank shall be compiled and posted at the inception of the Bank and annually thereafter by the Association after double checking its records within the District Clerk, with posting to take place no later than October 15th of each school year and a copy provided to the Business Office.
- G. **Maximum Member Utilization.** The maximum number of days which a member may draw from the Bank in each school year shall be one hundred (100) days, provided there is a Bank balance of usable days to allow this. In no event shall any member receive from the Bank more than one hundred eighty (180) days over a three (3) year period.
- H. **Conditions for Utilization of Sick Bank.** A member of the Bank will be granted the use of sick days on the condition that the member has exhausted all of his/her current and accumulated sick days and that sick days are to be used for personal illnesses which are critical, accidental, or terminal and that such illness must have continued for at least fifteen (15) school days after the employee's own sick days have been exhausted. This latter provision will be reduced by one (1) school day for each five (5) days of accumulated sick

leave as of September 1st of the current school year. Claims from the use of the Bank are to be presented to the District by the Association and, if more than one (1) claim is made and there is not an available number of usable sick days on deposit to cover these claims, it is the responsibility of the Association to determine which claim or claims should be honored up to the limit of the usable number of sick days. A claim must be accompanied by a physician's statement at the time the claim is submitted.

ARTICLE XXVI—SABBATICAL LEAVE

- A. **Joint Recommendation.** Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates this policy of sabbatical leaves for teachers which must be granted upon the joint recommendation by the Superintendent and the Executive Board of the Frewsburg Faculty Association for approved scholarly programs whether or not carried on in an academic institution subject to the following conditions:
1. **Number of Leaves.** No more than two (2) members of the teacher staff shall be absent on sabbatical leave at any time.
 2. **Request Submission Date.** Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by him/her no later than April 1 for a leave in September.
 3. **First Eligible.** The teacher has completed at least seven (7) consecutive full school years of service in the Frewsburg Central School District.
 4. **Pay & Benefits While on Leave.** Teachers on sabbatical leave for one (1) year will be paid at one-half (1/2) of their annual salary rate for the year concurrent with their leave. Teachers on sabbatical leave for one-half (1/2) year will be paid at three-fourths (3/4) the annual salary rate of their current year of teaching. All hospital-medical and life insurance benefits shall continue in full force. Sabbatical leave for a half (1/2) year may be granted only under exceptional circumstances.
 5. **Salary Step Placement upon Return.** Upon return the teacher shall be restored to his/her former status, and shall be placed on the appropriate step on the salary schedule as though the teacher had not been on leave.
 6. **Terms of Leave.** Any teacher receiving sabbatical leave appointment shall execute a binding legal agreement with the Board stating the terms under which he/she shall fulfill his/her obligation to service in the Frewsburg Central School District. The Association recognizes the moral, professional and legal obligation of sabbatical leave recipients to return to service in the Frewsburg Central School District and urge that this obligation be fulfilled. A teacher who receives a sabbatical leave must return to the district for full time employment for at least one (1) year. Failure to do so will require the teacher to reimburse the district for all monies granted during the sabbatical leave. However, the Association shall not be liable for reimbursement of any monies owed by individual teachers under the penalty provision of this paragraph.

ARTICLE XXVII—DISCIPLINE

- A. **District Support.** Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative and Board backing, the administration and the Board agree to give all possible support and assistance to teachers in respect to the maintenance of control and discipline in the classroom.
- B. **Primary Responsibility.** Primary responsibility for the maintenance of classroom discipline shall rest with each classroom teacher. Teachers share with each other and administrators joint responsibility for maintaining proper student conduct in the school building and on the school grounds, during the school day and during school activities. Due to the fact that some students defy the rule of good conduct, and in attempt to correct bad conduct, additional disciplinary means must be established.
- C. **Referral to Administration.** Teachers may refer students to the school administration for additional disciplinary action. Upon reviewing the particulars of the case, the administration may take additional action as it deems appropriate to maintain a climate and culture of discipline in the school.
- D. **Physical Assault of a Teacher.** Any student who physically assaults a teacher shall be immediately suspended from school pending final disposition of his/her case by the Superintendent of Schools. The administration of the district shall take all steps to assist faculty to file necessary police reports.
- E. **Administrative/Student Personal Contract.** Should a personal contract be developed between an administrator and a student, a copy of said contract will be provided to the teacher or teachers who were directly involved in the disciplinary matter and to other teachers at the discretion of the administrator.
- F. **Student Suspension.** Any student who physically assaults a teacher shall be immediately suspended from school pending final disposition of his/her case under "E" above.
- G. **Student Detention Hall.** The existing student detention hall shall be continued or discontinued after September 15th of each year, upon the joint recommendation of the Administration and the Association Executive Board.
- H. **Removal of Student From Classroom by Teacher.** A teacher may remove a pupil from his/her class or classes when the seriousness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. This removal may last from one (1) to three (3) days until disposition of the case by the Administration or the Discipline Committee.
- I. **District's SAVE Program.** The District's "Save"-mandated discipline code shall take priority over the above provisions whenever a conflict exists regarding issues of discipline.

ARTICLE XXVIII—PROTECTION AND PERSONAL INJURY

- A. **Reporting Assault.** Teachers will immediately report to the Superintendent in writing any case of assault suffered by that teacher in connection with said teacher's employment.
- B. **Copies of Report.** This report will be forwarded to the Board, and a copy will be forwarded to the Association President.

- C. **District-provided Legal Counsel.** The Board shall provide on request legal counsel to advise the teacher of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities. The Board agrees to supply legal counsel at its expense to any teacher who on the advice of such counsel wishes to bring legal action against a student due to assault upon the teacher or willful destruction of the teacher's property.
- D. **Reimbursement for Loss or Damage of Personal Property.** The Board will reimburse teachers who, without fault on their part, suffer any loss, damage, or destruction of clothing or personal property due to an assault while in the performance of their duties unless such loss is covered by insurance or reimbursement is obtainable from other sources.
- E. **Absence as a Result of an Assault.** Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence, and no part of such absence will be charged to his/her annual sick leave.
- F. **Physician Designated by Board.** The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the physician's opinion shall be the controlling factor.
- G. **Reimbursement for Medical Expenses.** The Board shall reimburse the teacher for the cost of medical, surgical or hospital services--less the amount of any insurance payments--incurred as the result of any injury from assault sustained in the course of employment.
- H. **Board Obligations under Education Law.** Teachers shall exercise care with respect to the safety of pupils and property. It is the duty of the Board of Education to save harmless and protect all teachers according to Sections 3023 and 3028 of the New York State Education Law.
- I. **Time Lost for Other Than Disability.** Time lost by a teacher, other than for disability, in connection with any incident mentioned in this article in no way shall be charged against the teacher.
- J. **Worker's Compensation.** Teachers injured while performing assigned duties shall be paid the differential between their current salary and any Worker's Compensation for the duration of absence from school up to one (1) full year from date of accident. Benefits will start after accumulated sick leave has been expended and will cease after the one (1) year limit or after Worker's Compensation ceases, whichever comes first.

ARTICLE XXIX—INSURANCE

- A. **Medical Benefit Provider.** The Board shall pay full cost of an individual's Chautauqua County School Districts Medical Benefits and Chautauqua County School Districts major medical Insurance Plan.
 - 1. **Group Life Insurance.** The District shall provide \$21,000 in group life insurance and accidental death and dismemberment coverage through a carrier selected by the District at no increased cost.
 - a.. **Employed prior to July 1, 1989.** All individuals employed prior to July 1, 1989 may continue in the group coverage for life insurance at their own expense after retirement.

- b. **Employed after July 1, 1989.** All individuals employed after July 1, 1989 are ineligible to continue life insurance benefits after retirement.
- B. **District Payment.** The Board shall pay full cost of an individual policy (Section A) and one hundred (100%) percent of dependent major medical coverage which includes fifty (\$50) dollars per person or one hundred (\$100) dollars per family deductible on a family plan policy. The Board shall also pay seventy-five (75%) percent of the difference between the individual and family cost of the Chautauqua County School Districts Medical Benefits Plan coverage for those on the family plan. The cost of dependent life insurance is optional to the employee.
1. **Medical Insurance Committee.** The Association and the District shall form a committee consisting of the Board of Education Personnel Committee, an insurance expert from the community, FUSE President or Vice President, and the President, Vice President, Secretary of the FFA and a retired teacher. This Committee's function is to seek ways to decrease the insurance premium cost. The Superintendent shall be advised and apprised of this committee's activities and progress.
 2. **Increase or Decrease in Premiums.** In the event health insurance premiums are decreased from the current level, the resulting savings shall be shared by the teachers and district at twenty-five (25%) percent and seventy-five (75%) percent, respectively. In the event health insurance premiums increase on or after July 1, 1989, the resulting increase shall be shared by the teachers and district at twenty-five (25%) percent and seventy-five (75%) percent, respectively.
 3. **HMO Coverage.** In lieu of the coverage provided by the Self-Funded Plan, the teacher may select a health maintenance organization for medical coverage. In that event, the District will pay the premium up to the dollar amount that the District pays for similar coverage (single/family) to the Self-Funded Plan. Any excess premium cost will be borne by the teacher through payroll deductions.
- C. **Tax Shelter Annuities.** Arrangements for payroll deduction from the wages of each teacher for tax sheltered annuities shall be instituted when requested by the individual teacher.
- D. **Retiree Participation in Health Insurance.** A retiree from the teaching staff may, at his option, participate in the health insurance policy of the District at his own expense or as per Article XX.
- E. **Review of Insurance Carriers.** The carriers for the health, medical and major medical policies shall be subject to a review by a joint committee of the Board and the Faculty Association.
- F. **District Payment for Prescription.** Effective September 1, 1996, the Board shall pay seventy-five (75%) percent of an individual's and his/her dependents' Express Prescription Drug Rider (five [\$5] dollars Generic; ten [\$10] dollars Brand Name) program.
- G. **Deceased Policyholder Rider.** Effective March 1, 1982, the Board shall pay the full cost of a rider to insure the survivors of any deceased policy holder who is currently employed and insured under the family plan for a period of two (2) years after his/her death.
- H. **Vision Coverage.** The District shall provide, at no cost to the employee, coverage as provided by VSP Vision Coverage.

I. Dental Coverage. Effective July 1, 1986, the Board shall provide Chautauqua County School Districts Medical Benefits Plan Dental Coverage to each employee. The Board shall pay full cost of an individual plan and also seventy-five (75%) percent of the difference between the individual and family cost for those electing the family plan.

J. Association Alternative for Life Insurance Coverage. The Association will research and present to the District alternatives to the current life insurance coverage. On the condition that the alternative coverage presented represents an immediate and potential future cost savings to the District, the District will take steps to implement the new coverage.

No change in provider or coverage will take place without negotiation with the Association.

K. Association Alternative for Vision Coverage. The Association will research and present to the District alternatives to the current vision insurance coverage. On the condition that the alternative coverage presented represents an immediate and potential future cost savings to the District, the District will take steps to implement the new coverage.

No change in provider or coverage will take place without negotiation with the Association.

L. Association Alternative for Dental Insurance Coverage. The Association will research and present to the District alternatives to the current dental insurance coverage. On the condition that the alternative coverage presented represents an immediate and potential future cost savings to the District, the District will take steps to implement the new coverage.

No change in provider or coverage will take place without negotiation with the Association.

M. First Five (5) Years of Coverage. Effective 30 days after the ratification of this agreement, the district will provide the medical coverage for all new employees hired after the ratification an HMO (Community Blue CB1, and Independent Health). Said teachers may select one of the two plans for their healthcare coverage during the first five (5) years of employment with the district. The employee will pay the same percentage toward the coverage as all other employees in the district. Should the employee wish to participate in the traditional indemnity plan coverage offered by the District during the first five (5) years, said employee will pay 100% of the difference between what the HMO cost would have been and what the indemnity plan is.

Should the Chautauqua Self Funded plan offer a Managed Care Option, the employee will have the option to change to it during the first five (5) years of their employment.

Should the Chautauqua Self Funded plan offer a Managed Care Option, the new employee hired (after the plan is in effect) will be placed in that plan for coverage during the first five (5) years of their employment. At the end of the first five (5) years of employment, the individual may choose to shift their coverage to any plan offered at the open enrollment date.

Should an individual be hired from a district within the Chautauqua Self Funded plan and already be enrolled in the Traditional Plan, they will be allowed to maintain their coverage in the Traditional Plan.

All employees have the option to participate in the abovementioned HMOs or Managed Care options based on the open enrollment dates currently in effect.

Utilization of the HMO by existing staff will be at the discretion of the employee.

ARTICLE XXX—SALARY COMPENSATION

A. 2005-06 BA Schedule

SALARY COMPENSATION 2005-2006

STEP	SALARY—BA
1	\$30,500
2	\$30,900
3	\$31,400
4	\$31,800
5	\$32,350
6	\$33,200
7	\$34,200
8	\$35,100
9	\$36,100
10	\$37,500
11	\$39,125
12	\$40,400
13	\$41,800
14	\$43,100
15	\$53,400
16	\$61,850
17	\$63,396

1. Graduate Hours, Masters, and Ph.D. Payment.

Graduate Hours	\$67 per graduate hour
Masters Degree	\$975
Doctorate	\$1,075

B. 2006-07 BA Schedule

**SALARY COMPENSATION
2006-2007**

STEP	SALARY—BA
1	\$30,500
2	\$30,900
3	\$31,400
4	\$31,800
5	\$32,350
6	\$33,200
7	\$34,200
8	\$35,100
9	\$36,100
10	\$37,500
11	\$39,125
12	\$40,400
13	\$41,800
14	\$43,100
15	\$53,400
16	\$61,850
17	\$63,396
18	\$64,991

1. Graduate Hours, Masters, and Ph.D. Payment.

Graduate Hours	\$ 67 per graduate hour
Masters Degree	\$ 975
Doctorate	\$1,075

C. Salary Schedule for School Nurse.

SCHOOL NURSES' SALARY SCHEDULE

	Effective 7/1/2005	Effective 7/1/2006
Step 1	\$20,577	\$21,195
Step 2	\$21,771	\$22,424
Step 3	\$22,964	\$23,653
Step 4	\$27,771	\$28,604
Step 5	\$31,226	\$32,163

The District will provide the 41-J Option under the State Retirement System to School Nurses.

Nurses shall be compensated at the rate of 1/200 of their Step 1 BA index computed salary divided by 7 hours to compute a rate paid during this contract for summer work.

D. Salary Schedule for Director of Special Ed; CSE; CPSE, Section 504 Chair

Compensation for the Director of Special Education; CSE; CPSE; Section 504 Chair shall have the following salary step schedule:

	2005-2006	2006-2007
Step 1	\$22,530	\$23,095
Step 2	\$24,772	\$25,391
Step 3	\$27,107	\$27,785
Step 4	\$29,442	\$30,178
Step 5	\$31,775	\$32,569

- E. Career Recognition Award.** After fifteen (15) years of service in the Frewsburg district, a member hired prior to 1978-79 may apply within their last three (3) years of teaching before retirement for a one-time Career Recognition Award of three thousand (\$3,000) dollars.
- F. Flex 125 Plan.** The Flexible Benefits Plan under the IRS Section 125 rule which is administered by the Legend Group shall be incorporated not later than November 1, 1992. The District shall assume the administrative cost for all employees who wish to participate.
- G. Payment for Graduate Hours.** Supplements: Effective July 1, 2001, the rate will be two hundred one dollars (\$201) for each block of three (3) credit hours; up to a maximum of sixty (60) hours beyond the Bachelor's (BA+60 or MA+30). Any graduate hours beyond the BA+60 or MA+30 which are being paid on or before June 30, 1978, shall continue to be paid at the above rates. Such hours shall not require prior approval by the Board or administration if in the Major Field or a degree program. Specifically excluded from payment are all correspondence courses taken after July 1, 1978, or those not previously approved or accredited.

An employee who believes himself eligible for additional credit for graduate hours upon earning a Masters or Doctorate degree shall submit all supporting documentation (grade report, transcript, or other official college or university report) to the Superintendent by November 30 for the first semester or March 30 for the second semester.

The District will make retroactive payment to September 1 and the start of the second semester respectively.

Those employees who experience difficulty obtaining documentation from the respective college or university may consult with the Superintendent and show cause for special consideration. In such cases the Superintendent may provide retroactivity back to the claimed date when appropriate documentation is provided.

- H. Payroll Options.** At the beginning of each school year, teachers will choose to be compensated according to one of the following methods:

Plan 1: The contract salary shall be divided into twenty-five (25) equal parts and $\frac{1}{25}$ of the contract salary shall be paid every other Friday. Any fractional part of salary remaining shall be paid in a lump sum at the end of June for that school year. Any teacher shall have the option of receiving one extra pay ($\frac{1}{25}$ th of salary) on the last regular pay period in November if an amount equal to $\frac{1}{25}$ of the salary has been withheld by then.

Plan 2: The contract salary shall be paid in equal installments every other Friday during the school year.

Once a plan is chosen, it may not be changed during the current school year.

- I. Reimbursement for Use of Personal Vehicle.** Reimbursement for authorized use of an employee's automobile to perform assigned school duties shall be made at the maximum rate allowed by the I.R.S. All claims for travel reimbursement shall be submitted on forms provided by the Board.
- J. Extracurricular Payment Schedule.** If a teacher accepts any of the following assignments, he/she shall be paid in accordance with the following schedules:

PAY FOR EXTRA CURRICULAR ACTIVITIES

Index value for 2005-06 will be \$211

Index value for 2006-07 will be \$212

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
Athletic Director	14.5	15.5	16.5	17.5
	Co-directors		8.75 each	
Varsity Basketball Boys	13.5	14.5	15.5	16.5
Assistant Basketball Boys	9.5	10.5	11.5	12.5
7 & 8 th Basketball Boys	6.5	7.5	8.5	9.5
Varsity Football	13.5	14.5	15.5	16.5
Assistant Football	9.5	10.5	11.5	12.5
7 & 8 th Football	6.5	7.5	8.5	9.5
Varsity Swimming Boys	13.5	14.5	15.5	16.5
Assistant Swimming Boys	7.5	8.5	9.5	10.5
Varsity Swimming Girls	8.5	9.5	10.5	11.5
Assistant Swimming Girls	6.0	7.0	8.0	9.0
Varsity Wrestling	13.5	14.5	15.5	16.5
Assistant Wrestling	9.5	10.5	11.5	12.5
Varsity Basketball Girls	13.5	14.5	15.5	16.5
Assistant Basketball Girls	9.5	10.5	11.5	12.5
7 & 8 th Basketball Girls	6.5	7.5	8.5	9.5
Varsity Baseball	12.0	13.0	14.0	15.0
Assistant Baseball	7.0	8.0	9.0	10.0
Varsity Softball Girls	12.0	13.0	14.0	15.0
Assistant Softball Girls	7.0	8.0	9.0	10.0
7 & 8 th Softball Girls	6.0	7.0	8.0	9.0
Varsity Track Boys	9.0	10.0	11.0	12.0
Assistant Track	6.0	7.0	8.0	9.0
Varsity Track Girls	9.0	10.0	11.0	12.0
Varsity Volleyball Girls	6.0	7.0	8.0	9.0
Varsity Volleyball Boys	2.5	3.0	3.5	4.0
Varsity Soccer Girls	9.5	10.5	11.5	12.5
Varsity Soccer Boys	9.5	10.5	11.5	12.5
JV Soccer Girls	7.0	8.0	9.0	10.0
JV Soccer Boys	7.0	8.0	9.0	10.0
Cross Country	7.5	8.5	9.5	10.5
Assistant Cross Country	6.0	7.0	8.0	9.0
Bowling	5.0	5.5	6.0	6.5
Golf	5.5	6.0	6.5	7.0
Tennis	4.5	5.0	5.5	6.0
Cheerleading Basketball/Wrestling	4.5	5.0	5.5	6.0
Cheerleading Jr. High Basketball	3.0	3.5	4.0	4.5
Cheerleading Football	3.0	3.5	4.0	4.5
Cheerleading Jr. High Football	2.0	2.5	3.0	3.5

Co-Curricular:	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
Yearbook	13.5	14.5	15.5	16.5
Dramatics (Elementary) Bear Players	6.0	6.5	7.0	7.5
Dramatics (Secondary) Bear Players				
Technical Director	5.5	6.0	6.5	7.0
Artistic Director	5.5	6.0	6.5	7.0
Musical Director	5.5	6.0	6.5	7.0
Lightboard Supervisor	3.5	4.0	4.5	5.0
Student Council	9.0	10.0	11.0	12.0
Computer Coordinator	9.0	10.0	11.0	12.0
Senior Class Adv. (Trip)	7.0	8.0	9.0	10.0
Senior Class Adv. (w/o trip)	5.0	5.5	6.0	6.5
Junior Class Advisor	4.5	5.0	5.5	6.0
Sophomore Class Advisor	2.0	2.5	3.0	3.5
Freshman Class Advisor	1.5	2.0	2.5	3.0
Dept. Chair. (w/1 per)	7.0	8.0	9.0	10.0
Camera Club	4.0	4.5	5.0	5.5
Oratorical	4.5	5.0	5.5	6.0
High School Bowl	4.0	4.5	5.0	5.5
School Newspaper	4.0	4.5	5.0	5.5
Elementary Yearbook Advisor	4.0	4.5	5.0	5.5
Band Advisor	3.5	4.0	4.5	5.0
Marching Band Advisor	12.5	13.5	14.5	15.5
Color Guard Advisor	3.0	3.5	4.0	4.5
Marching Band Camp Assts.	.21 per day			
Elementary Chorus	3.5	4.0	4.5	5.0
MS-HS Choral Advisor	3.5	4.0	4.5	5.0
Pep Band	3.0	3.5	4.0	4.5
Pep Club; including Homecoming	3.5	4.0	4.5	5.0
Honor Society Advisor	3.0	3.5	4.0	4.5
School Photographer	1.0	1.5	2.0	2.5
SADD	3.0	3.5	4.0	4.5
Mock Trial Advisor	3.5	4.0	4.5	5.0
Envirothon	2.0	2.5	3.0	3.5
Science Fair	3.0	3.5	4.0	4.5
<u>Newsletter</u>	8.0	8.5	9.0	9.5
<u>Specials:</u>				
Adult Education Director		15.5		
Supervisor Basketball Games (Guard)		0.17		
Supervisor Basketball Games (No Guard)		0.25		
Supervisor Football Games (Guard)		0.17		
Supervisor Football Games (No Guard)		0.25		
Supervisor Girls' Basketball Games (Guard)		0.17		
Supervisor Girls' Basketball Games (No Guard)		0.25		
Supervisor Wrestling Matches (Guard)		0.17		
Supervisor Wrestling Matches (No Guard)		0.25		

Supervisor Swimming Meets (as needed(Guard)	0.17
Supervisor Swimming Meets (as needed) (No Guard)	0.25
School Transition Coordinator.	\$1,000
Insert from MOA currently in effect.	
Ticket Taking	0.17
Adult Scorekeeper (Home and Away)	\$27/game if same night add \$13
Varsity Basketball Boys	
JV Basketball Boys	
Modified Basketball Boys	
Varsity Basketball Girls	
JV Basketball Girls	
Modified Basketball Girls	
Wrestling	
Adult Timekeeper (Home)	\$27/game if same night add \$13
Varsity Basketball Boys	
JV Basketball Boys	
Modified Basketball Boys	
Varsity Basketball Girls	
JV Basketball Girls	
Modified Basketball Girls	
Wrestling	
Adult Scorekeeper /Timekeeper (Home)	\$27/game if same night add \$13
Varsity Football	
JV Football	
Modified Football	
Varsity Soccer Boys	
JV Soccer Boys	
Varsity Soccer Girls	
JV Soccer Girls	
Swimming Boys	
Swimming Girls	
Volleyball	
Varsity Baseball	
JV Baseball	
Varsity Softball	
JV Softball	
Modified Softball	
Detention Hall Supv. [RHJ & H.S.]	\$24/session
Five Hour Driver Ed. Course	\$28/hour
	<u>2005-07</u>
Dean's Salary	\$5,125.71
Instructional Services Coordinator	\$4,090.68
Grants & Titles Chairperson	\$2,045.34
K-6 Team Leaders	\$1,000.00
Foreign Language Dept. Chair	\$1,000.00
Dept. Chair of Non-Core Courses	\$1,000.00
Mentor Coordinator	\$ 500.00
Mentor(s) per individual	\$ 500.00

At the discretion of the administration, each teacher shall be required to supervise one (1) student function not related to those activities included in the regular Extra-Curricular Activity Schedule; and that any teacher who is required to serve in this capacity shall be compensated at the rate of 1/200 of the teacher's regular annual salary providing such supervision required over four (4) consecutive hours of that teacher's time.

K. District Payment for Coaching Certification. The district shall pay up to two hundred dollars (\$200) for individuals in their first year of coaching to receive New York State certification through BOCES. Those individuals currently coaching without certification shall have the 1993-94 school year to take advantage of this provision. The District will also pay an amount up to \$50 for costs related to the First Aide/CPR course.

L. Attendance at School Activities. All teachers shall be entitled to attend, free of charge, all school activities, including athletic events.

M. Homebound/Curricular Development/Driver Ed.

1. Home & Hospital Bound Payment. Teachers of the home or hospital bound shall be compensated for each hour of direct instruction at the rate of twenty-four dollars (\$24) per hour. Travel from the school to the home or hospital and back to the school will be compensated at the IRS mileage allowance level. Claims for travel reimbursement shall be submitted on forms provided by the District.

2. Curriculum Development Program. Teachers involved in approved curriculum development work shall be paid at the rate of twenty-four dollars (\$24) per hour, prorated into fifteen (15)-minute segments.

Proposal for curriculum work shall include the nature of the work to be done, the output of the work, and the proposed number of hours being requested.

Voluntary curriculum development work may occur at any time outside of the regular work schedule. This includes, but is not limited to, after school hours, weekends, holidays, and during the summer months.

3. Summer Driver Education Payment. Summer Driver Education Instruction shall be compensated for each hour of instruction as follows:

Effective July 1, 2002--\$24/hour

N. School Closing.

1. Minimum Work Year. The official closing of school by the Superintendent on account of severe weather or other emergency conditions shall not result in loss of pay, but lost time may have to be made up, in order to meet pupil attendance of one hundred eighty (180) school days.

2. No Deduction from Sick Leave. Any teacher who is on sick leave with pay on days when school is closed due to severe weather or other conditions shall receive the same pay as he/she would have received if school had been in session on such days. No deduction from days of sick leave time shall be made for such days.

O. Re-employment by District. Any former teacher of the Frewsburg Central School District who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the school district. Proper credit will be given for professional advancement

should the teacher have advanced to a higher academic degree level since leaving the school district.

- P. Salary Adjustment for Graduate Work.** All adjustments in salary occurring as a result of additional education and preparation shall be effective at the beginning of the semester next succeeding the date of the conclusion of the course work. The Board shall receive an official transcript or certificate indicating satisfactory completion.
- Q. Per Diem Substitute Teachers.** Substitute teachers will be compensated according to local policy.
- R. Long-term Substitutes.** Substitutes employed for a full semester will receive one-half (1/2) the Step 1 salary on the appropriate training level column and will be entitled to fringe benefits as would accrue to regularly employed teachers except in the case of sick leave which would be cut in half.
- S. Definitions for Teachers Holding a Masters Degree in Their Field**
1. When the degree does not state that it is in a certain field, the work for this degree shall contain at least eighteen (18) hours of work in the teacher's field or allied fields provided that fifteen (15) hours are in the teacher's major field. When a teacher does meet these requirements, he/she may apply for the Master's Schedule.
 2. Degrees in other areas will not be honored until such time as a teacher changes his/her position to one in the field. (Examples: Administration, Supervision, Guidance, etc).
 3. Master's Degree in Elementary Education: A Master' Degree including any sequence of courses acceptable toward the Degree, will be considered except in educational administration, supervision, and guidance. Courses in these fields may not be used as a major.
 4. Masters in Field shall be reimbursed as follows: Effective July 1, 1997\$975
- T. Rate of Deductions.** Whenever a deduction in pay is necessary, the deduction will be at the rate of 1/200 of the teacher's regular annual salary for each day to be deducted.
- U. Guidance Counselors Additional Work Days.** Guidance Counselors may be requested to work additionally during the summer vacation and will be compensated at the rate of 2.5% of annual salary for each week worked or 1/200 of annual salary for each individual day worked. The Board's request for summer guidance work is contingent upon the yearly need for such services as determined by the Board and Administration.
- V. Course Payment Beyond MA+30/BA+60.** Commencing with courses taken after July 1, 1978, hours beyond the A-3M (MA+30) or A-3 (BA+60) schedules will be paid an amount equal to the actual cost of the tuition and required fees for each hour acquired. This payment will represent a one time cost.
- W. Doctorate Degree Payment.** Subject to the same provisions governing the "Master's In Field" as stated in Section R above, payment will be made for a Doctorate Degree as follows: Effective July 1,1997 \$1,075
- X. Teaching Assistant Positions.** Salaries for teaching assistant positions shall be established at the rate of seventy-five (75%) percent of the teachers salary at the experience step of the BA schedule.

ARTICLE XXXI—GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the best operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers and the Board through procedures under which they may present grievances free from coercion or reprisal, and by which the Board and its teachers are afforded an adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definition

1. **Grievance.** A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment, including any claimed violation, misinterpretation, mis-application or inequitable application of this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and Administration related to terms and conditions of employment.
2. **Supervisor.** The term shall mean any department chairman, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief school officer.
3. **Chief School Officer.** The chief school officer is the Superintendent of the District.
4. **Association.** The Association shall mean Frewsburg Faculty Association.
5. **Aggrieved Party.** The aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. **Party in Interest.** The party in interest shall mean the Grievance Committee of the Association and any party named in a grievance as well as the aggrieved party.
7. **Grievance Committee.** The grievance committee is the committee created and constituted by the Frewsburg Faculty Association.
8. **Hearing Officer.** The hearing officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. PROCEDURES

1. **What Must be Included in a Grievance.** All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement or policies involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. **How Decisions are Communicated.** Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher and the Association.
3. **Where to Begin if a Group is Affected.** If a grievance affects a group of teachers and is associated with system-wide policies, it may be submitted by the Association at Stage 2 described below.
4. **Preparation & Processing.** The preparation and processing of grievances shall take place outside the regular school day.
5. **Facilitation of Investigation.** The Board of Education and the Association agree to facilitate any investigation which may be required.
6. **Right to Cross-examine Witnesses.** Except as otherwise provided in Sections E. 1.a and E.1.b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
7. **No Reprisal.** No reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. **Form Development & Distribution.** Whenever it is deemed necessary, forms for filing grievances, serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure. The grievance form set forth at the end of this Article shall be reproduced and made available for use at E.1, Stage 1.b, of this grievance procedure.
9. **No Limit on Discussion Without Association.** Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally adjusted without intervention of the Association. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
10. **Legal Waiver Does Not Impact Entire Contract.** If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other legal provisions or applications will continue in full force and effect.
11. **No Mandate to Grieve.** The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided.
12. **Official District Files.** The Board will set up necessary filing of grievance records. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education and the Association.

D. TIME LIMITS

1. **Limits May Be Mutually Extended.** Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. **First Stage Within 15 Days.** No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is submitted at the first available stage within fifteen (15) school days after the occurrence of the facts on which the grievance is based or giving of notice of such facts to the teachers, whichever is later.
3. **If Not Appealed to Next Step.** If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed discontinued and further appeal under this agreement shall be barred.
4. **Failure to Communicate Decision.** Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative or his/her Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. **Grievance Filed After June 1.** In the event a grievance is filed on or after the first of June which, if left unresolved until the beginning of the following school terms, could in the judgment of the aggrieved party, result in irreparable harm to the teacher or group of teachers concerned, the grievance procedure would be exhausted by September 1st.

E. STAGES

1 STAGE 1: Immediate Administrator or Supervisor

- a. A teacher having a grievance will discuss it with his immediate administrator or supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate administrator or supervisor within ten (10) school days after the informal presentation. Within five (5) school days after the written grievance is presented to him the immediate administrator or supervisor shall render a decision thereon, in writing, and present it to the teacher or his designated representative.

2 STAGE 2: Chief School Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

- b. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief School Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) school days after receipt of the appeal, the Chief School Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

3 STAGE 3: Board Of Education

- a. If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive shall be available for the use of the Board of Education.
- b. Within ten (10) school days after receiving the written grievance, the Board will meet with the Grievance Committee and the aggrieved person for the purpose of resolving the grievance.
- c. Within five (5) school days after the conclusion of the above meeting, the Board will render a decision, in writing, on the grievance form.

4 STAGE 4: Arbitration

- a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at Stage 3.
- b. A request for a list of arbitrators will be made to the American Arbitration Association by the Association or its representative. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether established policy or the terms of this Agreement have been misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends any existing policy or the terms of this Agreement or which is violative of the terms of this Agreement. The arbitrator shall not substitute his/her judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:
 - 1. Where an issue to be determined by the arbitrator is an issue of fact;
 - 2. Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.
- d. The decision of the arbitrator shall be submitted to the Board and to the Association, and subject to law and the foregoing stipulations of this Agreement shall be final and binding in respect to the interpretation, meaning, or application

of any provision of this Agreement or of any existing school policies. Other recommendations of the arbitrator shall be advisory only and no judgment may be entered thereon.

- e. The costs for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.
- f. The parties agree to the rotation of three (3) witnesses at arbitration hearings plus one (1) member of the grievance committee to be in attendance during the course of the hearing with a maximum limit of four (4) substitutes to be provided to cover personnel involved in the hearing. There will be no loss of salary or leave time for witnesses or grievance committee representatives. This applies to hearings held within a ten (10) mile radius of the school. If the distance is greater than ten (10) miles, the number of witnesses would be extended to assure presentation of testimony uninterrupted by time lapses.

F. Grievance Form

GRIEVANCE FORM

Teacher's Name _____ Date _____

Building _____ Subject/Grade _____

Nature of Grievance _____

Settlement Desired _____

Signed _____ Signed _____
(Teacher) (For the Association)

Immediate Supervisor Reply _____

Date _____ Signed _____
(Immediate Supervisor)

Fill out in quadruplicate and distribute to:

1. Immediate Supervisor
2. Association President
3. Grievance Committee Chairman
4. Teacher
5. Superintendent

ARTICLE XXXII—TEACHER-ADMINISTRATION LIAISON COMMITTEE

- A. **Composition of Committee.** The Association shall establish a committee of six (6) teachers which shall meet monthly with the three (3) administrators for the purpose of discussing current school problems, practices and the implementation of this agreement.
- B. **Monthly Meetings.** Any such meeting may be canceled or adjourned by mutual consent. In the event of a pressing current problem, either party, by mutual consent, may call an additional meeting.
- C. **Agenda.** One (1) week in advance of the monthly meeting, each group will submit to the other group items for the agenda. The committee will take up, alternatively, items from the administration and association, with the purpose of resolution of the problems and harmonious relations.
- D. **Meeting with Board of Education.** Upon the committee's written request, a meeting with the Board shall be scheduled to discuss matters of mutual concern.

ARTICLE XXXIII—ACADEMIC FREEDOM

- A. **Guarantee.** Academic freedom is hereby guaranteed to teachers.
- B. **Freedom from Censorship.** The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to inculcate an appreciation of the values of individual personality. It is recognized that these objectives can best be attained in an atmosphere free from censorship and artificial restraints upon free inquiry and learning, and in which the academic freedom of the teacher and student is encouraged.
- C. **Individual Freedom.** Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interest of the school and to exhibit by appropriate examples, the basic objectives of a democratic society.

ARTICLE XXXIV—NEW TEACHERS

- A. **Basic Degree Required.** No new teacher who has not received a bachelor's degree from a recognized college or university shall be employed by the Board in a regular teaching assignment. The school nurse is exempted from this provision.
- B. **Notification to Association President.** The Association President shall be notified in writing immediately of the names of all teachers hired and their salary placement.

ARTICLE XXXV—REDUCTIONS IN PERSONNEL

- A. **Binding Agreement.** This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

- B. Continued Recognition Assured.** In the event this district shall be combined with one or more districts, the Board assures the continued recognition of the Association and the continued employment of its members in such consolidated or enlarged districts.
- C. Retention During Layoff.** Should changes in student population or other condition make necessary a reduction in the number of teachers employed by the Board, the Board will retain those tenured teachers with the longest service in the District within their area of certification. In the case of non-tenured teachers, the Board will retain those teachers with the best evaluation ratings in the District within their area of certification.
- D. Basis for Rehiring.** In the event of a reduction in staff, seniority in each area of certification shall be the basis for re-hiring in relation to tenured personnel and seniority and evaluation ratings in each area of certification shall be the basis for re-hiring in relation to probationary personnel.

ARTICLE XXXVI—PROFESSIONAL GROWTH AND COMPETENCE

- A. Utilization of Budget Money.** The administration shall consult with a faculty committee selected by the Association concerning curriculum work and together they shall make recommendations to the Board regarding all use of the budgetary allowance for curriculum development.
- B. Summer Curriculum Work Rate of Pay.** Curriculum work, i.e., course revision, course, development, course revision, or course material preparation during the summer or days other than regular school days, shall be paid for at the following rates:

Effective February 1, 2000 \$24/hour

- C. Professional Image.** Teaching is a professional business which requires teachers to make daily contact with students, related professionals, parents, and community members. The impression projected is often initiated by how we are dressed. As professionals, it is expected that teachers will project a professional image. District administrators may provide guidance and suggestions to teachers who, in their judgment, do not project a professional image.

ARTICLE XXXVII—DUES DEDUCTION

- A. Authorization to Deduct.** The Board agrees to deduct from the salaries of its teachers dues for the Frewsburg Faculty Association and the New York State United Teachers, as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Treasurer of the Frewsburg Faculty Association. Teacher authorization will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Social Security Number _____

Name _____
(last) (first) (middle)

District Name _____ FREWSBURG CENTRAL SCHOOL

Association _____ FREWSBURG FACULTY ASSOCIATION

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association for those organizations indicated below. In case of termination of employment, the Board of Education shall deduct the remainder of the annual dues for the year from my final paycheck. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing.

Teachers Organization:

_____ United Profession (FFA, NYSUT, AFT) _____

Signed _____ Date _____

- B. Certification of Dues by Association.** The Association will certify to the Board in writing the current rate of the membership dues of the Association named in Section A above. The Association will give the Board thirty (30) days written notice prior to the effective date of any such change.
- C. Number of Deductions.** Deductions referred to in Section A above will be made in equal payments from the first ten (10) full pay periods.
- D. Annual Authorization Deadlines.** No later than September 30 of each year and March 1 for teachers hired at mid-year the Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section A above. Any teacher desiring to have the Board discontinue deductions he/she previously authorized must notify the Board and the Association concerned in writing by September 10 of each year for that school year's dues.
- E. Exclusive Representative Rights.** The Board agrees that it will not accord dues deduction or similar check-off rights to any other organization representing the personnel specified in this agreement while this Association is the legally recognized negotiating unit.

F. Agency Fee Deduction. An agency fee, as determined by the Association, shall be paid to the Association by all new hires and present members of the Association who choose not to rejoin the Association.

1. An agency fee, as determined by the Association, shall be paid to the Association by each member of the bargaining unit who is not a member of the Association.
2. Unless the agency fee is paid in full to the Association by September 25 of each school year, the District will deduct the agency fee from the bargaining unit member's salary in accordance with Sections B and C of this article.
3. The association shall provide a list of those bargaining unit members for whom deductions shall be made no later than October 1 of each school year or no later than thirty (30) days from the date of employment of each person hired after September 10 of each school year.

G. Vote-Cope Payroll Deduction Procedure

1. The District will deduct Vote-Cope contributions, in the amount designated by the employee, from the salaries of the employees who voluntarily execute the Vote-Cope deduction form.
2. The monies deducted under Section 1 above shall be transmitted by the District by check to "Vote-Cope" on the pay date that each deduction is made. The Association will provide the District with pre-stamped and pre-addressed envelopes for the purpose of mailing checks to Vote-Cope.
3. The Association shall submit to the District a list of those employees who authorized deductions and the amount to be deducted. The District shall submit to the Association a list of those employees from whom deductions have been made.
4. Deductions shall be made from twenty (20) consecutive paychecks beginning with the first paycheck from which said monies were deducted.
5. Deductions based on newly submitted deduction forms will begin in the first paycheck after the deduction form is filed with the payroll clerk.
6. Vote-Cope is a calendar year deduction. A copy of the Vote-Cope deduction form is set forth below:

VOTE-COPE PAYROLL DEDUCTION AUTHORIZATION FORM

Name _____
(last) (first) (middle)

Social Security Number _____

District Name _____

Association _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Frewsburg Faculty Association, to deduct from my salary and transmit such monies in the amount of \$ _____ per check for VOTE-COPE contribution.. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in the District or until revoked by me in writing between September 1 and September 15th of any given year.

Member's Signature _____

Date _____

H. Benefit Trust Deductions

1. The District shall check-off and remit payments to NYSUT Benefit Trust upon submission of a signed authorization to the business office from any member of the bargaining unit. Such check-off may be discontinued upon signed authorization from the employee to the business office. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust with a list of all employees and the check-off amount the employee has authorized.
2. The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the District to comply with the terms of this article, or in reliance on a certification issued by the Association.

ARTICLE XXXVIII—STUDENTS AT RISK PLAN

- A. **Faculty Donation of Time.** Those teachers so desiring to donate preparation periods, laboratory periods, or department periods for rendering of services to the “at risk student” as part of the Impact Core Team, or for the purpose of “covering” for a teacher rendering services to the “at risk student” shall be permitted to do so.
- B. **Voluntary Status.** No teacher may be required to donate their preparation periods, laboratory periods, or department periods, for the aforementioned services to the “at risk student.”
- C. **Substitute Teachers.** The District shall make every effort to provide substitute teachers where necessary to enable the program to operate as in the past.
- D. **Impact on School Day.** The parties shall endeavor to operate the program in such a fashion so as to cause minimum disruption to the normal operation of the school day.

ARTICLE XXXIX—DRUG FREE SCHOOL PLAN AND E.A.P

- A. **Unlawful Activities.** The unlawful consumption, sharing and/or selling, use and/or possession of illicit drugs and alcoholic beverages by bargaining unit members in the workplace is prohibited. Disciplinary action for violations of this prohibition shall be consistent with the provisions of state and federal statutes and with the terms of any applicable provisions of the current Agreement between the Association and the district, or by referral to drug rehabilitation programs through the EAP set forth below.
- B. **Smoking Policy.** The Board recognizes and continues in full force and effect any smoking policy(s) previously adopted by the Board and agreed to by the bargaining unit.
- C. **Training of Bargaining Unit Personnel.** Bargaining unit personnel shall be trained to reinforce the components of the student drug policy of the District through in-service and community programs with up-to-date factual information and materials. Such training shall be consistent with the terms of any negotiated agreement(s) between the District and the Association.
- D. **Implementation and Funding of E.A.P.** The District shall implement and fully fund participation in the Employee Assistance Programs of (ADDIS), or any other mutually agreed upon employee assistance program, by bargaining unit members and shall provide to the employee information about any available drug and alcohol counseling and rehabilitation programs available to employees.
- E. **Copies of Appendix A.** Copies of Appendix A shall be distributed to all current bargaining unit employees within ten (10) school days of the execution of the Agreement Addendum and to all subsequent hires in the bargaining unit prior to their first day of duty with the District.

ARTICLE XL—MISCELLANEOUS PROVISIONS

- A. Agreement Supersedes.** This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher agreements heretofore in effect. All future individual teacher agreements shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Printing of Agreement.** Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed or hereafter employed by the Board. Up to fifty (50) additional copies shall be available to the Association upon request of the Association President.
- C. Contrary to Law.** If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Agreement Between.** This Agreement shall be exclusively between the Board and the Frewsburg Faculty Association and not be dependent upon the approval of any other organization.
- E. Classroom Interruptions.** Classroom interruptions shall be permitted only in case of need. Long distance telephone calls, and all personal calls, shall be considered necessary and teachers will be notified immediately of such calls. Teachers will answer these calls at their own discretion.
- F. County-wide School Calendar.** The Superintendent will consult with the Association President prior to any commitments to a county-wide school calendar. The Board will consider suggestions from the Association through the Superintendent before adopting the school calendar.
- G. Conditions of Employment.** Conditions of employment and general working conditions shall be maintained at existing standards except for good, proper, and compelling reasons.
- H. Joint Code of Ethics.** The New York State School Boards Association and the New York State United Teachers have jointly issued the following statements as common beliefs, which shall be adopted by the Board and the Faculty Association.

 - 1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the Board to determine final policy.
 - 2. The teacher is obligated to adhere to the school board policy; the school board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
 - 3. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.

4. The teacher and the school board recognize their obligations to develop growing appreciation and understanding of the principle of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
5. The teacher and the school board agree that due notice in fair time to be given in all cases of appointment, resignation, or termination of service.
6. The teacher and the school board avoid disparagement of fellow workers and predecessors.
7. The teacher and the school board are impartial in all relationships with the pupil.
8. The teacher and the school board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the administrator candid appraisal of his work and help with his problem, the school board requires such supervisory assistance.
10. The teacher actively participates in the work of local, state and national professional educational associations; the school board actively participates in the work of township, county, district, state and national school boards associations.
11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
12. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.
13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.
14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides healthful teaching environment.
15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the school board stimulates and encourages professional growth of the teacher.
16. The teacher is proud of his/her profession; the school board is proud of its teacher.

I. Legislative Action.

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

ARTICLE XLI—DURATION

The provisions of this extended Agreement shall be effective July 1, 2005, through June 30, 2007, except as otherwise herein provided in this Agreement, and shall remain in full force and effect for so long as the Association is recognized under the current recognition of any automatic extension or renewal thereof as the exclusive representative of the employees of the Board in the employer-employee negotiating unit as presently defined.

Provided, however, that either party wishing to amend this Agreement as herein provided may so notify the other by November 1 of the topics as to which modification is desired and the parties will thereupon negotiate such modification pursuant to the provisions hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23 day of June 2005.

FREWSBURG FACULTY ASSOCIATION

SUPERINTENDENT OF SCHOOLS

By Susan Skoglund
Sue Skoglund, President

by Stephen Vanstrom
Stephen Vanstrom, Superintendent